### THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS BOARD ACTION SUMMARY

DEPT: Public Works B

BOARD AGENDA #: \*C-1

AGENDA DATE: June 27, 2017

### SUBJECT:

Approval of a Professional Services Agreement with The Gordian Group, Inc. for Job Order Contracting Program Development and Implementation Services

### **BOARD ACTION AS FOLLOWS:**

**No.** 2017-358

| On motion of Supervisor _ Withrow<br>and approved by the following vote, | , Seconded by Supervisor <u>Olsen</u> |
|--|---------------------------------------|
| Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini                   | i, and Chairman Chiesa                |
| Noes: Supervisors: None  |                                       |
| Excused or Absent: Supervisors: None                                     |                                       |
| Abstaining: Supervisor: None   |                                       |
| 1) X Approved as recommended   |                                       |
| 2) Denied  |                                       |
| 3) Approved as amended   |                                       |
| 4) Other:  |                                       |
| MOTION:  |                                       |

H A. KING, Clerk of the Board of Supervisors ATTEST: ELIZABE

### THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT: | Public Works |           | BOARD AGENDA #: *C-1 |                     |             |
|-------|--------------|-----------|----------------------|---------------------|-------------|
|       | Urgent O     | Routine O | RA /                 | AGENDA DATE:        | ne 27, 2017 |
|       |              |           | 0                    | 4/5 Vote Required Y | ίας Ο Νο Θ  |
|       |              |           |                      | 4/5 Vote Required.  |             |

### SUBJECT:

Approval of a Professional Services Agreement with The Gordian Group, Inc. for Job Order Contracting Program Development and Implementation Services

### STAFF RECOMMENDATIONS:

- 1. Approve a Professional Services Agreement with The Gordian Group, Inc. dba The Mellon Group ("Gordian") in an amount not to exceed \$500,000, to provide job order contracting program development and implementation services for various County projects for the period from July 1, 2017 through June 30, 2019.
- 2. Authorize the Director of Public Works to execute a Professional Services Agreement with Gordian in an amount not to exceed \$500,000, and to sign necessary documents.

### **DISCUSSION:**

Currently Public Works roadway resurfacing projects consist of a design, bid, and build process. Each project requires this process with Board approval for each. This process takes considerable time and staff resources. Roadway maintenance projects are typically simple projects with repititive work. With this in mind public works is considering a more simplified and efficient process to implement these roadway maintenance projects.

Job order contracting (JOC) will streamline this process, allowing County Public Works an alternative process to deliver roadway preservation, repair, and maintenance projects.

California Public Contract Code (PCC) Section 20128.5 provides that counties may award individual annual contracts, none of which shall exceed \$3,000,000 for repair, maintenance, and other repetitive work to be done according to unit prices. No job order contracts may be awarded for any new construction. A job order contract is a contract that lasts for a fixed term or until the maximum dollar amount of the contract has been expended, whichever occurs first, in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract. Procurement for the job order contracts are typically used for well-defined, recurring or repetitive work where quick execution is essential. It is an appropriate delivery method for any type of repetitive work, such as roadway resurfacing, concrete repair (including Americans with Disabilities Act compliance), bridge maintenance, and underground utility maintenance. It allows for a longer relationship with the selected contractor as various job orders issued under the contract are performed during the contract term. Because the contractor has been selected and the unit price is fixed (by the

Approval of a Professional Services Agreement with The Gordian Group, Inc. for Job Order Contracting Program Development and Implementation Services

project task catalog and the contractor's adjustment factor), a job order contract allows contractor input prior to design, which can expedite the work and save money.

Currently, twenty California Counties have implemented JOC programs. In addition, more than 200 public agencies throughout the United States and Canada are utilizing JOC – these include Federal agencies such as the U.S. Department of Defense, and state agencies such as the University of California and California State University systems. JOC has proven to reduce costs, save time, and increase productivity for agencies that utilize JOC as part of their project delivery strategy.

The products and services The Gordian Group (Gordian) provides are unique and highly specialized. Gordian is the only firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Their JOC solutions are provided with in-house staff and include the proprietary data, technology, processes, and staff resources necessary for a successful JOC program. Gordian assembles bid documents that cover all types of roadway maintenance needs. They assist in bidding and contracting annual contracts with contractors to more efficiently deliver multiple construction projects. With construction contractor contracts in place, Public Works will be able to deliver roadway maintenance projects more timely and efficiently. The service that Gordian provides is paid by the individual project that is implemented. The cost to provide this service for each project is 6.06% of the project cost. Payment of this fee is detailed in the fiscal section of this report.

It is recommended to procure a contract with Gordian by piggybacking their existing contract with the National Joint Powers Alliance (NJPA). The NJPA is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21 and California State Statute 6500-6509, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. The NJPA awarded Gordian their first contract in 2007 to provide JOC Complete Solution® for the benefit of their Members. The NJPA awarded Gordian's most recent contract on September 14, 2015. Both contracts with Gordian were secured through a competitive process. This process has been reviewed by County purchasing agents and verified to be compliant with County requirements.

Gordian's services will include the development and maintenance of a job order contract catalog, also known as a unit price book that contains individual construction tasks for all aspects for general conditions, maintenance, repair and construction of roads, bridges, and other construction-related components used by the County. Gordian will also provide training and support to Stanislaus County personnel and contractors for the implementation and success of the JOC program.

It is anticipated that the JOC contract will be used for three to five construction projects per year. This will include roadway maintenance projects such as our urban slurry projects, asphalt overlay projects and miscellaneous concrete, roadway, and bridge repair work. Each individual construction project will include Gordian contracting costs as part of the project costs. The total expense for JOC will be paid by its fair share per construction project.

Approval of a Professional Services Agreement with The Gordian Group, Inc. for Job Order Contracting Program Development and Implementation Services

### POLICY ISSUE:

Public Contracts exceeding \$100,000 require Board authority. The County is authorized to utilize JOC under California PCC Section 20128.5. The County is authorized to participate in the NJPA under California Government Code Section 6502.

### FISCAL IMPACT:

The License Fees for the JOC Complete Solution<sup>®</sup>, which consist of a client paid license fee ("County License Fee") of 1.98% of the value of work ordered, and a Job Order Development Fee of 3.08% of the value of work ordered, are paid by the County.

A contractor paid license fee ("Contractor License Fee") of 1.00% of the value of the work ordered is paid by the JOC contractor. The Contractor License Fee shall be invoiced to the JOC contractor and is not a cost assessed to the County.

All costs will be paid by each construction project, which are funded by local sales taxes (Measure L) for road maintenance, the Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Program, and/or the Highway Users Tax Account (HUTA). Funding is included in the Budget Year 2017-2018 Public Works Road Project Adopted Proposed Budget.

| Cost of recommended action:              |    |         | \$ | 500,000 |
|--|----|---------|----|---------|
| Source(s) of Funding:                    |    |         |    |         |
| Measure L Sales Tax, SB 1 and/or HUTA    | \$ | 500,000 | _  |         |
| Funding Total:                           |    |         |    | 500,000 |
| Net Cost to County General Fund          |    |         | \$ | -       |
|  |    |         |    |         |
| Fiscal Year:                             | 20 | 17-2018 |    |         |
| Budget Adjustment/Appropriations needed: |    | No      | ]  |         |
|  |    |         | -  |         |

### BOARD OF SUPERVISORS' PRIORITY:

This action is consistent with the Board's priorities of providing Efficient Delivery of Public Services, and Effective Partnerships by providing a cost-efficient process of delivering preservation, repair, and maintenance projects.

### **STAFFING IMPACT:**

Existing Public Works staff will oversee this process.

### **CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

Approval of a Professional Services Agreement with The Gordian Group, Inc. for Job Order Contracting Program Development and Implementation Services

### ATTACHMENT(S):

- Gordian Proposal
   2015 NJPA Agreement
- 3. NJPA Amendment
- 4. Agreement for Professional Services

### ATTACHMENT 1

### GORDIAN PROPOSAL



January 19, 2017

Matthew Machado Director of Public Works County of Stanislaus 1716 Morgan Rd Modesto CA 95358

Re: Proposal to Provide Job Order Contracting (JOC) Products and Services

Mr. Machado:

The Gordian Group ("Gordian") greatly appreciates the opportunity to present our Job Order Contracting ("JOC") services to the County of Stanislaus ("County"). Pursuant to your discussions with Paul Burns, Gordian is including in this proposal the level of services we can provide to the County under the proposed contract that accompanies this letter.

As you are aware, the products and services Gordian provides are unique and highly specialized. Gordian is the only firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. We are 100% responsible for all of the products and services necessary for your JOC program.

Gordian has successfully implemented and supported our JOC solutions for over 200 public owners throughout the United States. Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. The following proposal describes the products and services we can provide to the County, and the most expedient way for the County to procure the services.

#### **Procurement of Contract**

There are several methods available to public owners to procure a JOC solution from Gordian. Many of our clients have elected to piggyback our current National Joint Powers Alliance ("NJPA") contract, as described below.

#### Piggyback

Many of our clients have procured a JOC solution by piggybacking our existing contract with the NJPA. NJPA is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. More information about NJPA is available at www.njpacoop.org.

NJPA awarded Gordian our first contract in 2007 to provide our JOC Complete Solution<sup>®</sup> for the benefit of their Members. NJPA awarded Gordian's most recent contract on September 14, 2015. A copy of Gordian's 2015 contract with NJPA is included with this proposal as **Attachment No. 1**.

The 2015 NJPA contract provides Members with the ability to implement any of the three JOC solutions offered by Gordian, which are described in detail in the following paragraphs.

### **Gordian JOC Solution**

The Gordian JOC Solution is Gordian's legacy solution that has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. The Gordian JOC Solution is suited for clients that have the in-house expertise necessary to develop Job Orders properly.



Through the Gordian JOC Solution, Gordian will develop, implement and support the County's JOC program and provide the in-depth, on-site training necessary to achieve a successful JOC program. The following is a list of the services performed for the Gordian JOC Solution:

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

#### **Gordian JOC Solution License Fee**

The License Fees for the Gordian JOC Solution, described on Page 8.7 of the NJPA contract, consist of a client paid license fee ("Client License Fee") and a contractor paid license fee ("Contractor License Fee") as provided below:

Client License Fee:5.06% of the first \$8,000,000 of work ordered and then the Member is eligible for a reduced<br/>License Fee of 1.98% for each calendar month that the Member has ordered a minimum of<br/>\$3,000,000 through the Gordian JOC Solution during the preceding 12 calendar months; and

<u>Contractor License Fee</u>: 1.00% of the value of work ordered.

Gordian JOC Solution License Fees are payable when a Job Order is issued to the JOC contractor and are inclusive of the NJPA Administrative Fee, which Gordian will remit to NJPA. The Contractor License Fee will apply to all JOC contracts awarded by the County and will be assessed regardless of the cumulative value of the work ordered. It is important to note that Gordian will be responsible for all administrative duties related to the Contractor License Fee, including invoicing and collections.

### JOC Complete Solution<sup>®</sup>

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique, comprehensive and high-performing "complete" JOC program. The JOC Complete Solution includes all of the products and services provided by the Gordian JOC Solution and, in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order.



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

- **Project Identification** When a project is identified, Gordian's account managers will work with the County and assist with determining whether the project is appropriate for JOC.
- Contractor Identification In the event the County has multiple JOC contractors, we will assist the County with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- Joint Scope Meeting After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the County and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- Develop Detailed Scope of Work Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- Request for Price Proposal After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- Prepare the Price Proposal Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional County required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- Price Proposal Review Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the County.
- **Issue Job Order** Once the County is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the County simply issues a purchase order to the contractor.

 Construction Management – During construction, the County will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the County desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

#### JOC Complete Solution<sup>®</sup> License Fee

The License Fees for the JOC Complete Solution consist of a client paid license fee ("County License Fee") and Job Order Development Fee paid by the County, and a contractor paid license fee ("Contractor License Fee") paid by the JOC contractor as follows:

| County License Fee:        | 1.98% of the value of the work ordered; and |
|----------------------------|---|
| Job Order Development Fee: | 3.08% of the value of the work ordered; and |
| Contractor License Fee:    | 1.00% of the value of the work ordered.     |

JOC Complete Solution License Fees are payable when a Job Order is issued to the JOC contractor. The County License Fee and Job Order Development Fee will be payable upon the issuance of a Job Order, purchase order, or similar purchasing document to the JOC contractor by the County. The Contractor License Fee shall be invoiced to the JOC contractor and is not a cost assessed to the County. JOC Complete Solution services can be provided as part of a comprehensive JOC solution, or can be provided on a project-by-project basis, with the Job Order Development Fee being assessed only when these services are requested by the County.

#### JOC Complete Solution Plus™

In addition to the JOC Complete Solution services described above, Gordian proposes to provide our JOC Complete Solution *Plus*<sup>™</sup> services on a project-by-project basis through our contract with the National Joint Powers Alliance. Utilizing our JOC Complete Solution Plus services option which includes **construction management services will allow the County to manage Job Orders from Job Order issuance to Job Order close-out**. Whether



due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Solution *Plus* services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the County's project workload burden. Our staff becomes the County's staff. A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Preconstruction** First, a Gordian construction manager will conduct a pre-construction meeting with the County representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the County, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- Site Visit During construction, the Gordian construction manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- Communicate The Gordian construction manager will provide weekly construction status reports to the County, conduct
  project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and
  code inspections.
- **Supplemental Job Orders** In the event there are unforeseen conditions or the County requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- Approvals The Gordian construction manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the County's approval of the work. Final acceptance of the work will be the responsibility of the County. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** As the final step in the process, the Gordian construction manager will enter all Job Order related information into the eGordian<sup>®</sup> information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

#### JOC Complete Solution *Plus*<sup>™</sup> Fees

Gordian's fee to provide the JOC Complete Solution *Plus* level of services consists of the Construction Management Fee below, in addition to the County License Fee:

<u>Construction Management Fee</u>: Six and one-hundredths percent (6.01%) of the value of the work ordered.

The Construction Management Fee is payable when construction of the Job Order has been completed and accepted by the County, and will only apply when the JOC Complete Solution *Plus* services are requested by the County on a project-by-project basis. The JOC Complete Solution *Plus* services can be provided on a project-by-project basis, at the County's discretion.

The Gordian Group appreciates the opportunity to provide our JOC products and services to the County of Stanislaus. Please contact Paul Burns at (805) 423-4062 or p.burns@thegordiangroup.com if you have any questions about this proposal or if you would like to discuss it in more detail.

Sincerely,

Ammar Leher

Ammon T. Lesher Vice President, Legal Affairs

Attachments

cc: Paul Burns Garrett Siri

January 19, 2017 Page | **6** 

### ATTACHMENT 2

### 2015 NJPA AGREEMENT

FORM D

### RFP 071415



#### Formal Offering of Proposat (To be completed Only by Proposer)

#### INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

| Company Name: <u>The Gordian Group, Inc.</u> | Date:July 24, 2015                     |
|--|--|
| Company Address:30 Patewood Drive, Suite 350 |  |
| City: Greenville                             | State: <u>SC</u> Zip: <u>29615</u>     |
| Contact Person: Ammon T. Lesher              | Title: Vice President of Legal Affairs |
| Authorized Signature (ink only): Annuer T.   | Ammon T. Lesher                        |
|  | (traine printed of typed)              |

Form E



### **Contract Acceptance and Award**

### (To be completed only by NJPA)

### NJPA 070715 INDEFINITE QUANTITY CONSTRUCITON CONTRACTING SYSTEMS AND RELATED SERVICES

\_\_\_\_\_The Gordian Group, Inc.\_\_\_\_\_\_ Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

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Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

| Vendor Name     | The         | Gordian Group.   | Inc     |                                    |
|-----------------|-------------|------------------|---------|------------------------------------|
| Vendor Authori  | zed signatu | e: Ammon T       | 1hr     | Ammon Ti Lesher                    |
| Title: Vice     | Preside     | nt, Legal Affair | 5       | (Name printed or typed)            |
| Executed this _ | 1 st        | day of October   | , 20 /5 | _ NJPA Contract Number 1071415-GGI |

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The information and data, furnished in connection with this Proposal to provide Job Order Contracting products and services, shall not be disclosed outside of the National Joint Powers Alliance ("NJPA") and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, NJPA shall have the right to duplicate, use or disclose he information or data to the extent provided for in the contract. The information and data subject to these restrictions as noted above are appropriately marked "Confidential and Proprietary".

Copyright ©2015 by The Gordian Group, Inc. All rights reserved. Gordian JOC Solutions, JOC Complete Solution, JOC Complete Solution Plus, PROGEN, eGordian, BIDsafe, ezIQC, Construction Task Catalog, DMAP, and The Standard for Job Order Contracting are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.





July 24, 2015

Jonathan Yahn National Joint Powers Alliance 202 12<sup>th</sup> Street Northeast Staples, MN 56479

Re: Proposal for Indefinite Quantity Construction Contracting Systems and Related Services

Dear Mr. Yahn:

The Gordian Group is pleased to submit our proposal in response to the Request for Proposal issued by the National Joint Powers Alliance ("NJPA") to provide Indefinite Quantity Construction Contracting Systems and Related Services. We typically refer to the contracting system we provide as Job Order Contracting ("JOC"), which is simply a type of Indefinite Quantity Construction Contracting.

The Gordian Group's primary business focus is Job Order Contracting. We are dedicated full-time to improving and advancing the products and services required for successful JOC programs. The Gordian Group has developed our ezIQC<sup>®</sup> Solution for our cooperative purchasing customers like NJPA. The ezIQC Solution includes the tools and services necessary to provide cooperative member facility and infrastructure owners with the maximum value and benefits of cost and time savings.

The Gordian Group is the best-qualified firm to provide the requested products and services for the following reasons:

- For over 22 years, we have assisted facility owners in getting construction work underway much faster and less expensively, with improved quality, and increased MWBE participation compared to traditional bid methods. Invented by our founder, Harry Melion, for NATO in 1981, our process has passed the tests of time, those of third party auditors, and has earned a growing number of national awards from leading industry associations.
- We are the only firm that can provide single point responsibility for all of the products and services necessary for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalogs, Technical Specifications and the eGordian Information Management System that we provide to our clients. We do not rely on third parties or independent vendors. We will be 100% responsible for the success of your JOC program.
- The Gordian Group has successfully implemented and supported JOC solutions for over 200 public owners throughout the United States, including many cooperative purchasing agencies such as the Middlesex Regional Educational Services Commission, Keystone Purchasing Network, Cooperative Educational Services, BuyBoard Texas and NJPA.
- Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the



30 PATEWOOD OR VE, SLITE 350 GREENVILLE, SOLTH CAROLINA 23615 P: 800 874 2291 F: 864,223 9100 WWWTHEGORDIANGROUPCOM knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible for your members.

- Our approach to developing a JOC program for NJPA will be a source of substantial benefits for your local, minority and women owned business programs. We have a proven track record of substantially increasing the use of local, minority and women owned firms.
- Since we developed, implemented and currently support NJPA's ezIQC cooperative
  purchasing program, we will be able to seamlessly transition from the current contract
  to the next, ensuing there is no interruption to the program, and NJPA's members will
  be able to continue utilizing the ezIQC contracts already in place.

We have reviewed the RFP in its entirety. The Gordian Group has the ability to provide all of the requested services, and any additional services listed in the proposal. Please note that throughout our proposal, references to NJPA and NJPA staff, where appropriate, shall apply to NJPA members and their staff under a cooperative purchasing model.

The Gordian Group is excited about the opportunity to provide JOC services for the National Joint Powers Alliance. Please contact me if you have any questions regarding our proposal.

Sincerely,

Ammon T. Lh

Ammon T. Lesher Vice President of Legal Affairs



30 PATEWODD URIVE, SUITE (15) GREENVILLE, SUUTH GARGUNA 2001) PI 600 804 2291 FI 664 203 9100 VIWWTHEGORDIANGROUP COM

### **Company Information**

### Form A

Proposer's Name: The Gordian Group, Inc.

Questionnaire completed by: Ammon T. Lesher

Company Contact for the RFP: <u>Ammon T. Lesher</u> <u>a.lesher@thegordiangroup.com</u>

### 1. Why did you respond to this RFP?

This year, almost \$1.5 billion in maintenance, repair and construction work will be completed with JOC programs that we implemented and support. The Gordian Group team has extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. The vast knowledge and experience of our employees help us to fully understand the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. We have earned a leadership position in the industry and brought greater control and many other benefits to our clients.

Simply put, we are the most qualified provider of JOC programs in the nation, and we want to continue putting our system to work for NJPA's members so that, through cooperative purchasing, they will be able to take advantage of the time and cost savings available through Job Order Contracting.

### 2. What are your company's expectations in the event of an award?

In the event of an award, The Gordian Group's expectations are to continue to execute the ezIQC program currently in place at NJPA. Over the past seven (7) years, The Gordian Group has partnered with NJPA to develop, implement and provide a turn-key JOC program for the benefit of NJPA's members. We expect to further improve upon and perfect the execution and delivery of this program in the event we receive a new contract. The details of our additional solutions that will be available under a new contract are provided in this proposal.

## 3. Provide the full legal name, address, tax identification number and telephone number for your business.

The Gordian Group, Inc.

30 Patewood Drive, Suite 350 Greenville, SC 29615

FEIN: 58-1900371

(800) 874-2291

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### 4. Demonstrate your financial strength and stability.

As a privately held company, The Gordian Group's financial statements are confidential. We have provided an audited financial statement for the 2014 calendar year in a sealed envelope located in the front cover of the proposal marked "Original."

This financial statement is provided to NJPA for the sole purpose of evaluating this proposal and are submitted with the understanding that they will not be disclosed to anyone for any reason except to those NJPA personnel involved in evaluating this proposal. We respectfully request that you take all steps necessary to protect the confidentiality of these financial statements.

The Gordian Group has the financial capacity to provide the requested services to NJPA and its Members. We are a well-established 25 year old firm that is currently supporting more than 200 clients throughout the United States and Canada. The Gordian Group conducts its day-to-day banking with activities with Wells Fargo Bank. A reference letter from Wells Fargo is being provided with this proposal in Section 11.

### 5. Are you now, or have you ever been the subject of a bankruptcy action?

No.

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## 6. Provide a brief history of your company that includes your company's core values and business philosophy.

Harry H. Mellon, Chairman and Founder of The Gordian Group, invented the family of contracting systems known as JOC in 1982 while serving as Chief Engineer, Army Corps of Engineers, for NATO operations in Europe.

Public procurement processes typically involved lengthy lead times between the identification of a need for contracted maintenance or construction services and the actual acquisition of those services. These delays often resulted in additional failures and costs because needed repairs were not completed timely or premiums had to be paid to meet high-priority delivery schedules. A genuine need existed to be able to procure contracted services in a timely and cost effective manner, while at the same time, maintaining control through adequate inspection and contract administration procedures. Mr. Mellon fulfilled this need by inventing JOC.



In 1985, after JOC proved successful for NATO, Mr. Mellon

was tasked with developing and implementing a JOC program for the Department of Defense. Over the next several years, he developed the Delivery Order Contracting (DOC) system for the U.S. Army, the Simplified Acquisition of Base Engineering Requirements (SABER) system for the U.S. Air Force and the Work Order Contracting (WOC) system for the U.S. Navy. Mr. Mellon developed the initial Unit Price Books, Technical Specifications, internal Execution Procedures and the Contract Documents for these systems. Every defense facility in the United States and abroad that operates a JOC program does so under the original framework and procedures developed by Mr. Mellon.

After retiring from the Army Corps of Engineers, **Mr. Mellon realized that public** owners, like many of NJPA's Members, would benefit greatly from the advantages of JOC. In 1990, he started The Gordian Group for the sole purpose of



providing the products and services necessary to implement and support JOC programs for public facility and infrastructure owners. Since then, we have successfully implemented JOC programs for a wide variety of clients in many different public sectors from the New York City Department of Education, to the Los Angeles Department of Public Works, to the Cleveland Clinic.

Since our inception, JOC has been and continues to be our primary business. Starting with our first client, Miami-Dade County Public Schools, we have progressively improved and refined our approach. The Gordian Group is the only firm in the nation that provides a JOC solution with single point responsibility for all of the products and services necessary for a client controlled JOC program. Our JOC solutions include the proprietary data, technology, process and human resources necessary for a successful JOC program. We provide and support, with in-house staff, a comprehensive program. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors.

This year, almost \$1.5 billion in maintenance, repair and construction work will be completed with JOC programs that we implemented and support. The Gordian Group team has extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. The vast knowledge and experience of our employees help us to fully understand the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. We have earned a leadership position in the industry and brought greater control and many other benefits to our clients.

One of The Gordian Group's greatest assets is its people. We have assembled a dedicated and hard-working group of employees that live and work by our core values, which are:

#### 1. We are innovators.

We invented JOC, eGordian, and the Construction Task Catalog. We will continue to develop innovative and creative solutions, services and products.

### 2. We are the industry leader.

We intend to stay there. We will always improve.

### 3. We provide exemplary service to our clients.

We will exceed expectations. We are successful when our clients are successful.

4. <u>We will maintain the integrity of our solutions, services and products.</u> We will not look the other way. We will not take shortcuts.

#### 5. <u>We are thankful and hardworking.</u> We are thankful for the opportunities we have. We will work hard.

### 6. We are honest and ethical.

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We will always be honest. We will always be ethical.

### 7. <u>We are accountable.</u>

We are accountable for the success of our clients, our company and each other.

### 8. We are all for one and one for all.

We will do anything, anytime to support and to help each other achieve our collective goals.

### 9. We celebrate our Gordian culture.

We celebrate our humble beginning, Gordian traditions, and the individuality of our club members.

### 7. How long has your company been in the Indefinite Quantity Construction Contracting Systems industry?

The Gordian Group, Inc. was formed in 1990 by our Chairman and founder, Harry Mellon, who invented the Indefinite Quantity Construction Contracting system known as Job Order Contracting ("JOC").

## 8. Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?

The Gordian Group, Inc. is best described as a manufacturer and is the only firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. We are 100% responsible for all of the products and services necessary for NJPA's Indefinite Quantity Construction program. Gordian's sales team and nationwide network of account managers are full-time employees dedicated to marketing, selling and supporting Gordian products exclusively.

### 9. Please provide your bond rating and/or credit reference from your bank.

A bond rating is not applicable to The Gordian Group. A credit reference is included in Section 11 of the proposal.

10. Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

The Gordian Group employs a number of licensed professionals, including certified construction managers, licensed engineers, certified construction cost estimators, licensed attorneys, certified accountants and design professionals. While these

licenses and certifications are not required for the work contemplated under this RFP, these professionals are part of Gordian's most valuable asset; its people.

11. Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Not Applicable.

### 12. Provide all "Suspension or Disbarment" information as defined and required herein.

During its twenty-five (25) year history, The Gordian Group has never been terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency.

13. In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have?

The Gordian Group currently holds the insurance coverage levels evidenced on the Acord 25 provided on the following page:



# 14. Within the RFP category there is potential to be several different sub-categories of solutions; list sub-category title/s that best describe your equipment/products, services and supplies.

The Gordian Group provides a full suite of JOC products and services that offer various levels of service and support. Our award-winning JOC solutions offer unmatched time and cost savings for construction, renovation, repair and maintenance programs nationwide. Our JOC solutions are provided both through direct contracts with clients, and through cooperative purchasing agencies like NJPA. In addition, we have leveraged our extensive construction cost data, eGordian information management application, and industry expertise to develop our newest product offering: Change Order Management System (COMS). These products are summarized below, and described in greater detail in Section 9 of the proposal.

- Gordian JOC Basics<sup>™</sup> Designed for clients with the in-house expertise to develop, implement and execute a JOC program with minimal support from The Gordian Group. Through Gordian JOC Basics, Gordian will license the necessary tools to implement a JOC program, including user guides, a contract guide, software, data and limited training. Gordian JOC Basics can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure Gordian JOC Basics directly from Gordian, and this service level can be incorporated into the NJPA JOC contracts to be utilized when NJPA members elect to procure construction from the NJPA contracts without utilizing Gordian's Job Order development services.
- Gordian JOC Solution<sup>™</sup> The Gordian JOC Solution is our legacy solution having helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. The Gordian JOC Solution is suited for owners that have annual budgets for JOC type work of \$3-4 million or more and have the in-house expertise necessary to properly develop Job Orders. The Gordian JOC Solution can be incorporated into a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure a Gordian JOC solution directly from Gordian.
- JOC Complete Solution<sup>®</sup> Designed to provide comprehensive support from program implementation to project procurement, Gordian's JOC Complete Solution includes development, implementation and support of a JOC program, and Job Order development services. This is the JOC solution service level currently provided to NJPA members through the ezIQC program. The JOC Complete Solution can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure the JOC Complete Solution directly from Gordian, and this level of service can be incorporated into the NJPA JOC contracts to be utilized when NJPA members require Gordian's Job Order development services during the procurement of construction from the NJPA JOC contracts.
- JOC Complete Solution Plus<sup>™</sup> Designed to provide construction management services for JOC projects, the JOC Complete Solution Plus level of service can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure the JOC Complete Solution Plus directly from Gordian, whether as part of an independent JOC program, or as construction management



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services provided by Gordian for projects procured from NJPA's JOC contracts.

• Change Order Management System (COMS<sup>™</sup>) – Gordian's COMS is a comprehensive change order management system with all of the products and services necessary to manage change orders during capital construction projects. Using COMS, the need to negotiate change orders during construction is eliminated by setting unit prices at the beginning of the project. Gordian's COMS solution can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure COMS directly from Gordian.



### **Company Information**

### 15. List and document recent industry awards and recognition.

Gordian's advancements in Job Order Contracting have earned best in class results and recognition for both The Gordian Group and our clients. A growing list of national organizations have recognized the results of our programs for clients including public procurement (NIGP), Housing (NAHRO), and most recently, Counties (NACo).

Gordian's products and services have also been repeatedly recognized for excellence in the Housing





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sector. Initially, the National Association of Housing and Redevelopment Officials (NAHRO) bestowed The Gordian Group with a National Merit Award for Administrative Innovation for "outstanding achievement" in working with the Housing Authority of the City of Annapolis (HACA). In this case, thanks to an influx of ARRA funds, there was a need to

"verwhelmed our in-house staff" according to Carol Morgan, Director of HACA Capital Improvement Services. Using Gordian's ezlQC program, which in this case was made available through cooperative purchasing and the National Joint Powers Alliance, HACA was able to quickly make the renovations while also improving financial oversight and regulatory compliance. HACA also won the NAHRO Mid-Atlantic Region's Outstanding Achievement award for the ezlQC project.

The Hopewell Redevelopment and Housing Authority (HRHA) in Virginia used ezIQC when faced with too many projects and too little time to complete them. With no staff and a looming ARRA deadline, the agency risked losing the federal funding if work was not procured quickly. Using ezIQC, HRHA procured multiple jobs and completed them in the time it would have taken to procure just one project, earning them the 2011 Award of Merit from NAHRO.



Pictured here is Steven Benham, Executive Director of the Hopewell Housing and Rehabilitation Authority, accepting the 2011 Award of Merit on behalf of NRHRHA from NAHRO CEO Saul N. Ramirez, Jr.

An organization we hold in highest regard and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized The Gordian Group with the 2010 Supplier Excellence Award in a field of 20,000 suppliers. Outstanding results were achieved using the Gordian JOC Solution for a wide range of projects from disaster clean-ups to national energy conservation projects.

In 2012, eGordian was honored by InfoCommerce Group, in collaboration with the Software and Information Industry Association (SIIA), as a 2012 Model of Excellence website.

Most recently, Gordian client Cook County, IL was awarded a 2015 Achievement Award from the National Association of Counties for its implementation and utilization of Job Order Contracting to ensure prompt, efficient and cost-effective repair, maintenance and construction projects for County facilities and infrastructure.



16. Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

1. New York City Department of Education

John Shea Chief Executive Officer (718) 349-5410

### 2. United States Postal Service

Jennifer Beriro-Reville PCES Manager, Facilities Construction CMC (202) 268-6001

3. The City of Chicago

Mr. James McIsaac Procurement Services, General Counsel (312) 742-5080

- 17. Provide a list of your top 5 government and/or education customers including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 1. New York City Department of Education, NY

The NYC DOE is the largest public school system in the United States, with more than 1.1 million students and over 1,200 school buildings to maintain. The Gordian Group's contract with DOE includes the development and implementation of a JOC program, ongoing support for the pricing system and JOC program, an unlimited license to the JOC information management application, development and management of the Construction Task Catalog, development of Technical Specifications, development of execution procedures, procurement support and ongoing training of DOE and JOC contractor staff. In addition, The Gordian Group provides comprehensive Job Order development and construction management services for most of the JOC projects procured by DOE. This includes "cradle-to-grave" support delivered by more than 20 construction managers that are co-located in DOE's offices to ensure timely and efficient project completion.

Annual Revenue for the past 3 years:





The Gordian Group was awarded a contract with NJPA in 2007 to implement and support the nationwide ezIQC program for the benefit of NJPA Members. Since that time, Gordian has assisted NJPA in soliciting and awarding more than 750 JOC contracts in 50 states, developed approximately 268 unique Construction Task Catalogs, and provided Job Order development services for thousands of Job Orders. NJPA currently holds 523 active JOC contracts, which are utilized by thousands of members to accomplish a wide-range of construction, renovation, repair and maintenance projects. This national program has delivered immeasurable value to NJPA and its members, and was implemented, and is currently supported by The Gordian Group through our in-house expertise and network of account managers located throughout the United States.

Annual Revenue for the past 3 years:



The Gordian Group was awarded a contract in May 2002 to develop a pilot Job Order Contracting (JOC) program for the United State Postal Services (USPS). The program started in May, 2002 with the Hoboken Region office, which covers the New York City and New Jersey areas. In October 2002, the Denver Region was added to the contract and in October 2003 the San Diego Region was added. The JOC program went nationwide in the summer of 2004. Currently, the USPS has issued Job Orders valued at more than \$1.9 billion in construction.

Annual Revenue for the past 3 years:



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### 4. New York City School Construction Authority, NY

The Gordian Group was awarded a contract with NYC SCA in 2007 to implement and support a JOC program for SCA. NYC SCA uses its JOC program to rectify, improve and upgrade schools in all five boroughs of the City. Typical projects involve doing work to clear violations, completing the work of defaulted contractors, and undertaking other small to medium-sized projects with Job Order values ranging from \$2,000 to \$3,000,000.

Annual Revenue for the past 3 years:



### 5. California State University System, CA

The Gordian Group was awarded a contract by the California State University System in 1999 to provide a JOC program to each CSU campus that elected to procure Gordian from the master services agreement. Since that time Gordian has provided its JOC solutions to 21 campuses throughout the state of California.

Annual Revenue for the past 3 years:



## 18. What percentages of your current (within the past 3 fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Within the past 3 fiscal years, The Gordian Group's national sales within the government and education verticals are as follows:

| Vertical   | Sales | Percentage of<br>Overall Sales |
|------------|-------|--------------------------------|
| Education  |       | 29.5%                          |
| Government |       | 70.5%                          |



# 19. Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP.

The Gordian Group's procurement Solutions Sales team provides nationwide coverage, and is solely focused on selling the JOC products and services contemplated in this RFP. Scott Smith, our Vice President of Sales and Marketing, has more than 20 years' experience with enterprise software and information services companies in sales leadership and executive management positions. In this role, Mr. Smith directs the sales and staffing strategy of our Solutions Sales team.

Steve Roe serves as the Vice President of Solutions, and is responsible for overseeing the sales of Gordian's portfolio of solutions, including JOC solutions, ezIQC and COMS. Mr. Roe is a 20 year sales veteran with prior sales and sales management experience at a number of software and data companies. Mr. Roe manages Gordian's regional sales directors, who provide nationwide coverage for Gordian's sales efforts.

Alyssa Chapman serves as the Southeast Director of Sales, where she is responsible for serving an eight state region that includes Maryland, Virginia and Georgia. Ms. Chapman has more than 20 years of experience working for large data and software companies such as IBM, Cisco Systems and Lexis-Nexis.

Lisa Cooley serves as the Federal Solutions Director of Sales, and is responsible for selling estimating and procurement solutions for federal customers and other associated accounts. Ms. Cooley has years of experience in JOC as a contractor, consultant and sales executive. She has built her career around the JOC delivery method since 2005, and has served in various leadership positions for many industry groups such as AGC, IFMA and NASFA.

Matthew Garrison serves as the Great Lakes Director of Sales, where he is responsible for serving a seven state region that includes Illinois, Indiana, Ohio and Michigan. Mr. Garrison previously served as an account manager for Gordian in the Chicago area, and has a complete understanding of the value proposition JOC provides. Mr. Garrison is focused entirely on selling the products and services contemplated in this RFP.

Bob Maxwell serves as the Northeast Director of Sales, where he is responsible for serving a ten state region that includes New York, New Jersey and Pennsylvania. Mr. Maxwell has nearly 25 years of sales and sales management experience with data and software companies.

Garrett Siri serves as the West Director of Sales, and is responsible for serving a large area of the Western United States, along with a number of direct reports. Mr. Siri's area of responsibility includes California, Texas, Arizona and the Pacific Northwest. Mr. Siri has nearly two decades of sales experience, most recently with a national technology solutions company.

The sales executives above manage a network of both field and in-house sales staff that are dedicated to the sales and promotion of Gordian's solutions portfolio,



including an inside sales team solely dedicated to the ezIQC program currently in place for NJPA. Our Solutions Sales organizational chart is provided below:



Our sales directors and field sales representatives are dispersed throughout the country and are responsible for territories where they are familiar with the local market economies, politics, construction environments, etc... This approach has proven successful as evidenced by the substantial growth obtained through the current NJPA ezIQC program since 2010.

In addition to the dedicated sales force described above, The Gordian Group leverages our nationwide network of account managers to employ a "Doer-Seller" approach. We recognize that the very nature of our service deliverables, unlike that of tangible goods, puts our account managers in a unique position to foster relationships and remain top-of-mind with clients when new construction needs arise. With our vast network of account managers, many of them live and work in the same communities as our clients, and they develop extensive word of mouth networks amongst local government and school district representatives. The primary role of our account managers is to provide the JOC consulting and Job Order development services on a day-to-day basis, and they are largely responsible for the success of the current



NJPA ezIQC program. However, they also provide valuable assistance in the business development and sales process by nurturing cross sales and word of mouth referrals through their professional networks. When a sales prospect is identified through an account manager, the sales team is notified and put into action to close the deal. Our account managers serve as an invaluable business development and lead generation arm for the company, in addition to being our most valuable asset that ensures the true value of JOC is obtained for our ezIQC and direct JOC clients.

20. Please describe your dedicated dealer network and number of individuals sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP.

The Gordian Group does not utilize a dealer network and employs its own in-house sales force as described in response to No. 19 above.

21. Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

The Gordian Group employs more than 160 persons dedicated solely to servicing our existing JOC clients. This dedicated company service force consists of executives, regional directors, program development, account managers, report writers, construction cost estimators, construction cost researchers, engineers, software developers and customer support representatives. An organizational chart for the NJPA account is provided on the following page:



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### **Executives**

**Robert D. Coffey**, President and Co-founder of The Gordian Group, serves as a Principal for all of The Gordian Group's contracts. Mr. Coffey is responsible for corporate operations and the overall performance of The Gordian Group staff. Mr. Coffey has been extensively involved in the development and execution of the NJPA ezIQC program since its implementation in 2008. Prior to assuming the responsibilities of President, Mr. Coffey was the Project Manager for the development and implementation of the JOC programs for the Metropolitan Atlanta Rapid Transit Authority, Miami-Dade County Public Schools, Palm Beach County and the Los Angeles County Internal Services Department.

Louis Patin will serve as the National Director for this assignment. Mr. Patin has been with The Gordian Group for 10 years, and is the Director of our national accounts, which includes NJPA. He has substantial Job Order Contracting experience, and extensive familiarity with the NJPA ezIQC program. His experience gives him a solid perspective on what it takes to successfully support a large volume, nationwide cooperative JOC program. As the Director of National Accounts, Mr. Patin will manage the initial logistical planning of the work and report progress to NJPA. He will be the principal point of contact with NJPA and will have the authority to make tactical program decisions on behalf of our company. Mr. Patin will be responsible for the overall performance of Gordian's project team, and will report to Robert Coffey, Gordian's President.

### **Program Development**

**Michael Ledford** will serve as the Program Development Manager and will report to Mr. Patin. Mr. Ledford will manage our Program Development team and all activities related to development of NJPA's ezIQC program, including the preparation of customized Contract Documents, Execution Procedures, Bid Documents, Construction Task Catalog and Technical Specifications.

Mr. Ledford has worked at The Gordian Group for nine years and, as a graduate of the University of South Carolina School of Law, he is proficient in the preparation of contracts and other technical documents. Prior to becoming the Program Development Manager, Mr. Ledford was Regional Manager of the Southeast Region and oversaw the development, implementation and continued support of numerous JOC programs, including the City of Miami, Palm Beach County and Broward County.

**Christian Mellon** will also serve as a Development and Implementation Specialist and report to Mr. Ledford. Mr. Mellon will be responsible for coordinating with various NJPA departments to prepare the Bid Documents that will be used to procure the JOC contractors and the Execution Procedures that will detail the procedures for managing the JOC program to ensure they are compliant with applicable laws as it relates to construction procurement.

Mr. Mellon has worked at The Gordian Group for more than 14 years and, prior to becoming a Development and Implementation Specialist, he worked as an Account Manager overseeing the development and continued support for numerous JOC programs, including Cook County, Purdue University, the City of Chicago and Chicago Public Schools

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**Kelly Mingle** will serve as a Development and Implementation Specialist and report to Mr. Ledford. Ms. Mingle will be responsible for preparing the Contract and General Conditions that are used to procure the JOC construction contractors to ensure the documents are JOC compliant.

Ms. Mingle has worked at The Gordian Group for more than three years and, prior to being assigned to our specialized Program Development team, she served as an Account Manager overseeing the development, implementation and continued support of the JOC program for our state-wide contract for the California Administrative Office of the Courts' JOC program. Prior to joining The Gordian Group, Ms. Mingle worked for Sacramento County where she was reponsible for managing their JOC program.

**Michael West** will serve as the Construction Task and Specifications Manager and will report directly to Mr. Ledford. Mr. West will be responsible for managing the preparation of the customized Construction Task Catalog and Technical Specifications for the NJPA ezIQC program. Mr. West has worked at The Gordian Group for more than 11 years and has assisted in preparing the Construction Task Catalog and Technical Specifications for every JOC program that has been implemented during that time, including the State of Arizona, the State of Utah, Cooperative Educational Services and the United States Postal Service.

**John Melin, Jr.** will serve as the Senior Cost Estimator and report directly to Mr. West. Mr. Melin is a certified cost estimator with over 19 years of experience developing Construction Task Catalogs for both DOD and public owner JOC programs. Mr. Melin's primary responsibility will be to add tasks and update costs for the customized Construction Task Catalogs associated with each NJPA ezIQC contract.

**Dong Lee** will serve as the Quality Assurance Technician and report directly to Mr. Ledford. Mr. Lee is responsible for quality assurance in the publishing of the Construction Task Catalog and the Technical Specifications for each ezIQC contract solicitation.

### **Program Support**

The NJPA ezIQC program, and any JOC solutions procured by NJPA members via a piggyback of the NJPA contract, will be supported by our nationwide operations staff, which includes Region Directors, Territory Managers, Sr. Account Managers and Account Managers. Gordian's Region Directors oversee the development and support of each JOC program within their region, and provide guidance on strategic guidance to the account management team directly servicing each client. The Region Directors will be the key contact for Mr. Patin on all issues related to the services provided to NJPA members through the ezIQC program. Gordian's Territory Managers, Sr. Account Managers and Account Managers are primarily responsible for overseeing the day-to-day support of our clients' JOC programs, and providing Job Order development support to ezIQC clients that purchase construction through the NJPA ezIQC program. An organizational chart showing the breadth of support available through an ezIQC program implemented and executed by The Gordian Group are provided on the following pages:



### **GREAT LAKES REGION**


### SOUTHEAST REGION



### **MOUNTAIN REGION**



### NORTHEAST REGION



### WESTERN REGION



### Software and Reporting

**Bob Kelbe** will serve as the Information Technology Manager and report directly to Mr. Patin. Mr. Kelbe's primary responsibility will be managing the configuration of the JOC management application, eGordian, for NJPA's ezIQC program.

Mr. Kelbe has implemented and overseen numerous updates and new versions of eGordian, our web-based JOC information management application which was first introduced in 2011. Under Mr. Kelbe's leadership, eGordian continues to incorporate cutting edge technology and is the leading information management application for the execution of any Job Order Contracting program.

**Hemang Bhatt** will serve as the Director of Software Development. As the Director of Software Development, Mr. Bhatt is responsible for the development of Gordian's JOC information management software, eGordian. He is responsible for providing eGordian software configuration to meet the specific data collection and reporting needs of Gordian clients.

**Srinivasa Narla** will serve as a Crystal Reports Writer and report to Mr. Kelbe. Mr. Narla's primary responsibility will be report design and adapting standard reports for use in eGordian.

**Ramya Vuppala** will also serve as a Report Writer and report directly to Mr. Kelbe. Ms. Vuppala's primary responsibility will be creating reports to monitor key performance indicators to manage the JOC process and standard Job Order reports.

**Michele Smith** will serve as the Director of Customer Support and reports directly to Robert Coffey. Prior to joing the Gordian Group, Ms. Smith served as Manager of Customer Support for Charter Communications for almost 10 years. Ms. Smith has over 20 years of customer support experience.

**Charles Graham** and **Taylor Anne Conry** will serve as Customer Support Specialists and report directly to Ms. Smith. Their primary responsibility will be off-site eGordian technical support and computer assistance to NJPA's members and JOC contractor staff. Mr. Graham and Ms. Conry are skilled in the use of remote access applications for providing our clients with customer support. Using PC Anywhere, Net Meeting or WebEx, they can work on the user's computer as if they were sitting at the user's desk.

22. Please describe your dedicated dealer service force or network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP. Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

The Gordian Group does not utilize a dealer network and employs its own in-house service force as described in response to No. 21 above.

23. Describe in detail your customer service program regarding process and procedure. Please include,

### where appropriate, response time capabilities and commitments as part of this RFP response and awarded contract.

Gordian provides unlimited toll-free telephone support to all JOC clients, ezIQC clients and JOC contractors as it relates to the utilization of the eGordian information management application. Our customer support line is available Monday through Friday from 8 A.M. – 8 P.M. EST.

In addition, The Gordian Group responds to most project requests immediately. Our goal is to respond to every request within four (4) hours of receiving a call or email. The maximum time it will take to respond to any request is as follows:

### a. A phone call or email with a new service request

- Implementation/JOC Contract Questions within 24 hours
- Construction Task Catalog Questions within 24 hours
- Technical Specification Questions within 24 hours
- Software Support Questions 24/7 support is provided, with call backs within 1 hour in the event all support technicians are responding to other callers
- b. A phone call or email regarding an existing service request or issue
  - Implementation/JOC Contract Questions within 8 hours
  - Construction Task Catalog Questions within 8 hours
  - Technical Specification Questions within 8 hours
  - Software Support Questions 24/7 support is provided, with call backs within 1 hour in the event all support technicians are responding to other callers
- c. A phone call or email regarding a billing inquiry/dispute

Within 24 hours.

d. A phone call or email requesting special assistance on a nonemergency

Within 24 hours

#### e. A request for a report on recent activity

Within 24 hours for minor modifications to standard reports and within one week for new reports.

In order to facilitate the use of ezIQC amongst NJPA members, Gordian has developed a streamlined ordering process available at <u>www.eziqc.com</u>. Through our dedicated website, NJPA members can simply enter their contract information, along with the project location, and they will receive a phone call from a Gordian Account Manager within 24 hours to discuss the project and schedule a Joint Scope Meeting. As shown in the graphic below, entering a project request at eziqc.com only takes a matter of minutes:



| GORDIAN<br>BIGC      | New Project   Monator     Welcamed New Visitor?   To mark the process plases fill out the form below Read Nori   |  |
|----------------------|--|--|
| Contact Us III II 3. | How Can We Help You?   |  |
| About 1/2 CENTRE     | Contractor Selection   |  |
|                      | How Can We Contact You? (Please enter required fields below in order to send this request.)  |  |
|                      | 24/7 Emergency Response Heeded Park Hore   Statilization Select State   2p First Name   Last Name Last Name   Extra Name Select State   First Name Select State   Visit Final (1) of thirds (1 | nstruction services after reviewing all of the details, including cost.<br>Send Now  |
|                      |  |  |
|                      |  | A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY AND A REAL PRO |

With Gordian, NJPA's ezIQC delivery portal is already developed, and has been used extensively by NJPA members to procure construction work. No other bidder can provide this level of support, as Gordian has already invested substantial resources into optimizing NJPA's current program, and will continue to make improvements moving forward.

# 24. Identify any geographic areas or NJPA market segments of the United States you will NOT be offering and promoting an awarded contract to.

The Gordian Group will market and service any area where state laws allow construction work to be procured through cooperative contracts, and where there is aggregate purchasing potential to support a JOC contract. As these laws continue to evolve, The Gordian Group will continue to monitor legislative changes and work with NJPA to serve all markets where NJPA members would benefit from this program.

# 25. Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to.

The Gordian Group provides JOC services primarily to education, government and non-profit agencies, and will offer and promote this contract to all NJPA member segments.

26. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your offshore shipping program on the Pricing form P of this document.



The Gordian Group does not currently employ staff or support operations in Hawaii, Alaska or the US Islands, and cannot support the NJPA ezIQC program in these locations due to the service levels required. However, The Gordian Group is always willing to discuss the expansion of the NJPA program into new territories when its advantageous for the parties involved, and for NJPA members.

## **Marketing Plan**

### 27. Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to your NJPA awarded contract.

The Gordian Group offers extensive training to its sales management and team on a regular basis. Occurring through quarterly on-site sales meetings and monthly webinars, training focuses on solution specific information, messaging and sales strategies to ensure that both internal and external best practices are shared amongst the team.

Additionally, Gordian believes that training specifically on the NJPA contract is critical to the sales team's success. To ensure that the sales team is enabled with all pertinent information and tactics, upon award of the NJPA contract Gordian will deliver training as outlined below:

- 1. NJPA Overview A discussion of the National Joint Powers Alliance.
  - a. NJPA a state agency with state employees
  - b. Contracts that are available to our clients through NJPA, not just ezIQC
- 2. Use of NJPA
  - a. Advantages for the buyer
  - b. Procedures for use
  - c. NJPA resources
- 3. Legal

- a. State statutes that address Joint Powers
- b. How to explain the legal issues if necessary
- 4. Marketing material
  - a. Explanation of the marketing material
  - b. When to use
  - c. Updates

In regards to Gordian's "dealer network", which is comprised of awarded contractors, a significant investment has been made over the last two years in developing a robust contractor training and enablement program to prepare contractors to sell and market the contracted solutions. Our training consists of a live on-location "Success Workshop" or "Success Webinar" depending on the market momentum aimed at building a foundation of business development enthusiasm, product knowledge, and awareness of national best business development practices. In major markets, contractors are also afforded private 1:1 consulting sessions with the Gordian team to assist in crafting custom go-to-market plans. The Success Training is followed by:

- Technical training (CTC® & eGordian®) usually in the contractor's office;
- Field Sales accompaniment on three sales calls as a demonstration,
- Providing custom sales collateral for those interested contractors,



Invitations to co-exhibit at trade events involving co-branding, and, Occasional sales webinars, best practice communiques and contests throughout the year.

Gordian continues to enhance our Channel Marketing tactics based on experience and dialogue with other NJPA vendors.

## 28. Describe how you would market/promote an NJPA Contract nationally to ensure success.

To maximize exposure and awareness of contracted solutions, a long term marketing plan is in place that leverages The Gordian Group's geographic footprint and existing client network. This strategy has proven to be effective in resulting in revenue growth. The foundation of our marketing plan is based on the idea that it is much easier to expand within existing clients and markets rather than approaching and entering new markets. Gordian realizes that the techniques used for both existing and new markets require different strategies and messaging and is poised to develop and deploy as the type of market dictates. These tactics based on adoption status are depicted in the below diagram.

|  | Lifecycle Campaign   | Multi-Channel Campaign<br>Triggered messaging based on key<br>milestones in a clients engagement<br>designed to build affinity and stay top of<br>mind.  |
|--|--|--|
| Obtain<br>Repeat &<br>Incremental            | New Market Entry<br>& Market<br>Re-Launch<br>Campaigns       | Announcement &<br>Education Email Campaign<br>Messaging designed to announce and<br>educate the market when new contracts<br>are awarded.  |
| Solutions<br>Use from<br>Existing<br>Clients | Increased Capability<br>of Customer<br>Satisfaction Tracking | Surveying & Reporting<br>Once a project is completed, Gordian deploys<br>a survey to the customer to ensure the<br>customer was satisfied with the process. In<br>turn, these satisfaction scores are reported to<br>all involved parties. |
|  | Affinity<br>Campaigns  | HHM Award of Excellence<br>Recognition through award programs and<br>demonstrating gratefulness to clients<br>ensures in increased affinity and likelihood<br>to continue to leverage Gordian solutions.                                   |

Knowing that the catalyst for great word-of-mouth marketing is satisfied clients, Gordian's marketing begins with delivering outstanding service each and every day to our clients. Since our beginning we have employed a performance based pricing model where clients only pay for work processed through our systems and they can order or elect not to, at will. Our Account Managers have close relationships and interaction with our clients to provide top service. Additionally, our Satisfaction Tracking monitors client satisfaction and allows all parties (co-operative, contractor, Gordian) to respond to the results.



We know that the key to growth is acquiring new clients, which includes nurture broad marketplace awareness of procurement tactics and our solutions through a diverse, ongoing promotional mix of tactics. We tailor marketing deliverables changing tactics, messaging points and value propositions from one market segment to the next, as necessary. The types of deliverables we employ within our promotions mix is provided in Question 29, below.

In conjunction with our Marketing tactics referenced above, we have taught contractors new approaches for client reengagement and relationship building within their success training so that they may act as an extension of the above efforts within the marketplace. We have also recently added a substantial number of personnel our Sales Team, including both inside and outside sales representatives, so that we may aggressively reach more clients and prospects by providing more hands-on engagement in the marketplace. Collectively, the marketing tactics referenced above along with the investment in Sales and our contractor network have fueled our success as the industry leader and provided a firm foundation for expansion efforts.

### 29. Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.

The Gordian Group delivers marketing content via several different integrated channels and tailors all messaging to align with the intended audience. Current delivery channels include; information sheets, videos, tradeshows, webinars, newsletters, social networks, Pay-Per-Click (PPC) campaigns, and articles published in trade magazines. Utilizing an in-house group to develop marketing strategy, messaging and materials provides the flexibility to change in a dynamic environment and develop market-focused campaigns.

Gordian attends over 30 regional and national trade shows, distributes over 500,000 direct mail pieces, and sends over 1.5M email messages to potential customers every year. We have proven our ability to mass market using several channels, and our



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future plans are to continue to refine our messaging to ensure we are sending the right prospect the right message at the right time.

Our marketing materials typically have three major goals. They include: Industry trends to drive search engine and lead generation performance, describe the product; Nurture messaging to customize the specific messaging based on the prospect's clicks that resonate with the topics, the function or the type of agency that pertain; Product and delivery specific that describe how to purchase including the ability to utilize the NJPA award. Based on a prospect's engagement with our marketing content, varying assortments of the attached are sent to them to ensure they are receiving a targeted and relevant message. Samples of our marketing materials are included in the Appendix of the proposal.

# 30. Describe your use of technology and the internet to provide marketing and ensure national contract awareness.

Internally the Gordian Marketing Team employs a best in class marketing automation system, which allows us to launch targeted campaigns and measure engagement with our messaging. At a time where individuals are bombarded with nearly 3,000 marketing messages every day through their mobile, social and inbox, it's imperative that Gordian's message is meaningful. By utilizing the measurement mechanism of our marketing automation system, we ensure that we are sending the prospect or customer the most targeted, relevant message based on their demographics, behavior and stage of the customer lifecycle.

The Gordian Group has a strong external facing digital web presence built on a robust content library. The Gordian Group website consistently has top five rankings in all of the major search engines for keyword searches related to construction procurement.

In addition to high search ranking, Gordian employs a Pay-Per-Click campaign that results in the highest ranking advertisements on Google as well as a social media industry presence on Facebook, LinkedIn and Twitter.

# 31. Describe your perception of NJPA's role in marketing the partnership and your services/products.

Gordian believes that NJPA has a responsibility to market the concept of cooperative purchasing, continue to contract with high quality vendors, ensure the NJPA brand is easily recognizable in the marketplace and bring awareness of the products and services available to its members. NJPA has been both a key client and a supportive partner of Gordian and past experience has shown that NJPA is aggressive in their effort to accomplish the items described above. NJPA is unsurpassed in its digital (web-based) ezIQC contract presence and collaboration amongst its vendors.

Based on success with other co-operative purchasing groups, Gordian would like to suggest that additional tactics could be employed by NJPA including hosting vendor neutral member educational webinar(s), live event(s), or solutions based User's Group to strengthen the NJPA affinity.

## 32. Describe in detail any unique marketing techniques and methods as part of your proposal

## that would separate you from other companies in your industry.

Based on the breadth and depth of Gordian's marketing mix, we believe we offer a best-in-class marketing and sales capability. This belief is substantiated by the extensive growth realized in NJPA's ezIQC portfolio, awareness of marketing and sales industry best practices and knowledge gleaned at NJPA's H2O meetings from other key vendors. The previous questions enumerated the items in our marketing and sales mix: SEO and PPC, digital, marketing automation with lead scoring, client specific nurture campaigns, seasonal digital campaigns, trade shows, presentations and speeches, webinars, industry press releases and awards, channel marketing education, enablement and promotional efforts, and extensive direct sales capabilities. Such leading edge practices are supported by our significant investment in the best sales and marketing technology available including Marketo and Salesforce.

### 33. Describe your company's senior management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract.

The Gordian Group's Senior Management team understands that the path to procuring one of our solutions is often long and arduous. Through an NJPA contract, that procurement process is expedited for the end customer, thus enabling a better experience for them, as well as faster sales for the organization. Gordian's focus on growth fits hand in hand with the NJPA model of procurement and as a result, Senior Management will ensure that a significant amount of resources are applied internally with enablement and management, as well as externally to ensure notable promotional exposure in the marketplace.

## 34. Do you view your products/equipment applicable to an E-procurement ordering process?

While an ezIQC project can be initiated through <u>www.eziqc.com</u>, the products and services are not applicable to an E-procurement process.

# 35. Please describe how you will comminicate your NJPA pricing and pricing strategy to your sales force nationally.

Upon the contract award, an updated sales sheet, including detailed percentage fee structure information for each product, will be distributed to all members of the sales and operations team.

## Other Cooperative Procurement Contracts

## 36. Describe your level of experience with national, state and local cooperative contracts.

The Gordian Group has extensive experience contracting with national, state and local cooperative purchasing groups. Our largest cooperative purchasing client, NJPA, awarded Gordian a contract in 2007 for the establishment and execution of the ezIQC program. Since that time, Gordian has assisted NJPA in awarding more than 750 construction contracts, and have supported the procurement of more than \$500 million dollars in construction volume by NJPA members through ezIQC. The NJPA JOC program has been one of Gordian's greatest success stories, and we hope to continue building upon the resources already in place to expand ezIQC even further.

In addition to NJPA, The Gordian Group holds the following contracts that are utilized for cooperative purchasing by member agencies:

1. BuyBoard - Texas

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- 2. Capital Region Council of Governments Connecticut
- 3. Keystone Purchasing Network Pennsylvania
- 4. Middlesex Regional Education Services Commission
- 5. Arizona Department of Administration
- 6. Utah Division of Purchasing
- 7. Cooperative Educational Services New Mexico
- 37. What annual dollar sales volume is the generated contract(s) through each of the identified in your the previous answer to question.

The construction volume procured by cooperative purchasing members through each of the contracts set forth above in 2014 are as follows:



Indefinite Quantity Construction Contracting Systems

Please note these numbers represent the construction volume procured through each of these cooperative programs, not the revenue attributable to Gordian. These numbers are better representation of the sales made to members under the contracts.

### 38. Identify any GSA Contracts held or utilized by the Proposer.

The Gordian Group has GSA Contract GS-35F-0081Y, which enables qualified government purchasers to procure the Gordian JOC Solution product described in this proposal.

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## 39. What is the annual combined dollar sales volume for each of these contracts?

40. If you are awarded the NJPA contract, are there any market segments or verticals (e.g. higher education, K-12, local governments, non-profits, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing vehicle will be your primary vehicle.

NJPA represents The Gordian Group's only national cooperative purchasing contract vehicle, and it is the primary contract vehicle used by Gordian when targeting clients that are interested in purchasing discrete construction projects through a cooperative purchasing model, and in all verticals. Purchasing construction through cooperative purchasing contracts is unique, and can be influenced by many factors that are not applicable to the purchase of tangible goods from a cooperative contract. For instance, when evaluating the use of a cooperative purchasing contract for construction many prospective purchasers may be influenced by their familiarity with the cooperative purchasing agency, the political climate surrounding the cooperative procurement of construction services, the geographic coverage of the cooperative purchasing agency, and the particular contractors available to the purchaser. While Gordian always presents the NJPA ezIQC program as a viable purchasing vehicle, some prospective purchasers prefer local cooperative purchasing agencies, and Gordian will provide other cooperative purchasing vehicles when available if the purchaser is hesitant to utilize the NJPA program. However, the substantial growth of the ezIQC program over the past 5 years is evidence that Gordian always leads, and is most often successful with, the NJPA ezIQC contracts. We intend to continue following this strategy under a new contract with NJPA.

### 41. How would you leverage an NJPA awarded contract in your sales process?

The Gordian Group's primary efforts will be to market the cooperative ezIQC program to NJPA Members, similar to our approach during the past seven years. We are confident there are significant opportunities to expand the program to additional Members and to new areas throughout the U.S. The ezIQC program is best suited for Members that require assistance in the procurement of repair, renovation and maintenance projects, but do not spend enough on such projects annually to warrant the procurement of their own Gordian JOC solution.

A secondary marketing effort will be to perspective clients that desire an independent, standalone JOC program, but for various reasons cannot accomplish procurement of the services through their own internal organization. For these entities, we will offer any of the JOC solutions described in Section 9 of this proposal. This option will also be available to current Gordian JOC clients that are experiencing problems and delays in renewing expiring Gordian contracts. The contracts awarded through the Independent JOC Solution option will provide NJPA with a 1% fee on Gordian's revenue.

### 42. Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

The ezIQC program provided to NJPA by The Gordian Group is unique compared with the purchase of tangible goods from a typical NJPA contract. As part of the engagement with NJPA, The Gordian Group assists in the procurement of a nationwide network of JOC contracts put in place for the benefit of NJPA members. When NJPA members procure construction from these contracts, NJPA collects an administrative fee of 1.25% of the value of construction procured by each member from the contracts between NJPA and the JOC contractors. This fee is assessed, collected and remitted to NJPA by Gordian, as the collection and assessment of this fee is done concurrently with the collection of Gordian's fee. Gordian proposes to continue this fee arrangement, and will ensure that the NJPA administrative fee is included in all JOC contracts awarded by NJPA through the ezIQC program. In addition, and as mentioned in No. 41, in the event any NJPA member utilizes the NJPA contract to procure any of the JOC solutions or COMS described in section 8, Gordian will remit 1% of the revenue earned from those contracts to NJPA.

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### Value Added

### 44. If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment training as well as maintenance training?

Gordian's ezIQC program requires little to no training effort on the part of NJPA Members. With ezIQC, Gordian makes construction procurement as easy as possible by providing Job Order development services on each and every Job Order. Accordingly, the need to train NJPA Members using ezIQC is limited as Gordian assists in performing the tasks required to develop the Detailed Scope of Work, issue a Request for Proposal, review the JOC contractor's Price Proposal and issue each Job Order package.

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In contrast, Gordian now offers our Gordian JOC Basics solution through cooperative purchasing contracts for those purchasers that do not require Gordian's assistance in developing Job Orders. Gordian recognizes that some NJPA Members may have the in-house project management expertise to develop and manage the JOC projects procured through NJPA's JOC contracts. In this case, Gordian will provide training materials, including an eGordian user manual and web-based training courses, for those NJPA Members that only require the data and software necessary to manage their JOC projects, but do not require Gordian's expertise and assistance in developing Job Orders.

The full training program that will be available to NJPA Members who piggyback the NJPA contract to procure an independent JOC solution from Gordian is described in detail in Section 8, and includes a cafeteria approach to training specific segments of client staff on only those elements of JOC that are relevant to them. This includes course modules on the JOC process, eGordian, program execution, JOC contract documents, and Job Order Development.

## 45. Is this training standard as a part of a purchase or optional?

The level of training will depend on the JOC solution procured, or the level of service requested for JOC projects procured through ezIQC, as described above and in greater detail in Section 8.

### 46. Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

The Gordian Group, Inc. strives to be an environmentally conscious corporation. JOC was invented to be leaner, faster and smarter, and that goal drives all aspects of our company. Gordian recently incorporated electronic signature capability to reduce paper use and increase efficiency when signatures and approvals are required on project documents. This, along with other features, increase efficiency and reduce the need to print, deliver, sign and return project documents, print photographs, or print other project related documents. JOC projects can be accomplished entirely through an electronic process, which reduces environmental impact and creates a "leaner, greener, faster and smarter" JOC program for our clients.

Gordian also has the capability to provide solicitation documents, Construction Task Catalogs and other program documents in electronic format. We will work directly with NJPA to ensure each JOC solicitation is executed to maximize efficiency and minimize environmental impact. Given the breadth of the Construction Task Catalog, and the number of solicitations performed by NJPA, this could significantly reduce the environmental impact if these documents are distributed exclusively in electronic format, with printing capability blocked through a standard .pdf program.

Further, we will include in the Construction Task Catalog those products, materials and services that will enable NJPA and its Members to achieve its Sustainable Design and Construction goals for each project. For example, we will include windows with insulated glass units, T5 and LED lighting fixtures, retro-fit kits to upgrade existing fluorescent lighting fixtures, occupancy sensor light controls, DDC controls, the latest types and sizes of high efficiency insulation, Energy Star rated recycled concrete aggregate, HVAC equipment and appliances, recycled lumber products, recycled PVC products, and recycled flooring products. We will also include tasks for recycling demolished products such as dimensional lumber, concrete, asphalt, brick, block, steel, carpeting, ceiling tiles, asphalt roofing shingles, drywall, and other salvageable building materials.

### 47. Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

Since The Gordian Group provides its proprietary software, construction cost data and other products and services exclusively with in-house staff, there are no subcontracting opportunities for a contract resulting from this RFP. However, JOC by its inherent design promotes participation by M/W/SBE firms. Since no commitment is made to the JOC construction contractor regarding specific projects or types of work, the contractor generally cannot profitably develop an in-house work force and must maximize the use of subcontractors. These subcontractors are typically firms who participate in the M/W/SBE programs.

Our experience shows that most clients are exceeding their goals for subcontracting JOC work to small, minority, women, disabled and veteran owned business enterprises. These businesses strongly support JOC because:

- M/W/SBE's are able to receive large amounts of work without the official red tape normally associated with bidding on traditional contracting
- M/W/SBE's have the opportunity through JOC to work for public facility owners
- M/W/SBE's do not need bonding or do not need to tie up their limited bonding capacity to perform JOC services
- M/W/SBE's get work faster and get paid faster with JOC than with traditional contracting

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We are confident that NJPA and its Members, assisted by The Gordian Group's products and services, will have significant participation by M/W/SB's in your JOC program. Although the name of the program for each of clients varies, such as M/WBE, DBE, M/W/SBE, etc., the goal is similar. Participation reported by several of our clients is presented in the following table:

|                                      | M/W/SBE GOALS | ACTUAL M/W/SBE<br>PARTICIPATION |
|--------------------------------------|---------------|---------------------------------|
| City of Chicago                      | 32%           | 46%                             |
| Chicago Public Schools               | 30%           | 41%                             |
| Chicago Transit Authority            | 20%           | 35%                             |
| Palm Beach County                    | 15%           | 60%                             |
| County of Los Angeles                | 20%           | 37%                             |
| District of Columbia Housing Authori | ty 25%        | 49%                             |
| Baltimore Housing Authority          | 26%           | 58%                             |
|                                      |               |                                 |

### 48. Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?

Our history has shown that Gordian JOC solutions eliminate the time and expense of lengthy design and bidding that is typical with traditional systems, and allows owners to procure construction work an average of 60 180 days faster on a per project basis.





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The Gordian Group's approach has proven to save significant money for our clients, too. Unnecessary design expenses of traditional methods are eliminated. Because JOC contains specific, firm and fixed prices rather than negotiated ones, additional savings result from not having to negotiate every project. Next, because our Construction Task Catalogs are the most specific in the industry, using them brings unmatched savings by eliminating vague and often abused "gray areas". The specific nature of Gordian's price books prevents a contractor from quoting high end materials and substituting low grade materials because the owner's exact technical specifications are detailed in writing. Such errors are most common in quoting "General Conditions" items for things like site trailers, portable toilets, rental equipment, minor barricades and signage, project site clean-up, etc. where superfluous items are added or overstated.

The Gordian Group has compiled several side by side comparisons showing that our watchful third party eye, coupled with our comprehensive and client customized JOC program, puts the client in control and saves considerable expense. The chart below reflects real studies of construction savings achieved with Gordian JOC solutions.

| Project Title                                       | Location          | Traditional<br>Bid Price | Estimating<br>Guide JOC<br>Coefficient | Estimating<br>Guide JOC<br>Price | Gordian<br>Coefficient | Gordian<br>JOC Price | Total<br>Savings \$ | Cost<br>Savings % |
|---|-------------------|--------------------------|--|----------------------------------|------------------------|----------------------|---------------------|-------------------|
| Flood Damage @ Oxford Rd.                           | Atlanta, GA       | 42,005                   |  |                                  |                        | 40,803               | 1,202               | 3%                |
| Guadalope Renovation                                | Lubbock, TX       | 145,300                  |  |                                  |                        | 108,261              | 37,039              | 25%               |
| 35th Street Restroom                                | Miami Beach, FL   | 464,606                  |  |                                  |                        | 421,709              | 42,897              | 9%                |
| Sewer Rehabilitation                                | Miami Beach, FL   | 3,474,349                |  |                                  |                        | 3,084,857            | 389,492             | 11%               |
| Workstation Remodel                                 | Las Cruces, NM    | na                       | 1.48                                   | 18,677                           | 1.27                   | 7,246                | 11,431              | 61%               |
| Renovate Bathroom                                   | Arlington, VA     | na                       | 0.65                                   | 44,339                           | 1.20                   | 16,327               | 28,012              | 63%               |
| Belen Airport Lounge                                | Belen Airport, NM | na                       | 0.76                                   | 216,706                          | 1.15                   | 148,783              | 67,923              | 31%               |
| Wheelchair Ramp                                     | Lubbock, TX       | na                       | 0.81                                   | 124,000                          | 1.23                   | 74,527               | 49,473              | 40%               |
| Summary of Gordian JOC to Traditional Bid 4,126,260 |                   |                          |  |                                  |                        | 3,655,630            | 470,630             | 11%               |
| Summary of Gordian JOC to Estimating Guide JOC      |                   |                          | 0.92                                   | 403,722                          | 1.21                   | 246,883              | 156,839             | 39%               |

Gordian's success has brought with it a number of competitors offering their own versions of JOC. These firms are typically construction contractors in some form using off-the-shelf estimating guides and piecemeal approaches to Job Order Contracting. Many facility owners have found that "Contractor JOCs" do not save them money, and can even cost more than traditional bid construction, because of the inherent risk and conflict of allowing the contractor to propose their own system and then operate that system to the detriment of the owner. The bottom row of the chart above demonstrates this effectively. Note, too, that significant savings are realized with Gordian JOC despite HIGHER coefficients than those of the "estimating guide" approach. It may seem counterintuitive, but the gap comes from the ambiguous "wiggle room" that estimating guides bring. Our 25 years in business have shown that Gordian JOC solutions, unlike any other JOC approach available today, produces consistent savings of at least 8-15% and allows clients to "transparently" spread their construction dollars much further.

Many additional benefits have been realized by our clients over the years with Gordian JOC solutions. These include an overall increase in contractual control, a consistent increase in the level of construction quality, and a significant reduction in claims and changes from contractors motivated to continue receiving work. Last but certainly not least, Gordian JOC solutions result in a substantial increase in the utilization of local, minority and women owned businesses because of smaller job

orders and more manageable bonding limits. These extensive benefits are responsible for our success and client retention.

The Gordian Group's primary business is developing, implementing and supporting Job Order Contracting programs for public owners. No other firm has a comparable level of experience designing and managing JOC programs. During the 25 year history of the company, we have continually developed and modified JOC solutions to fit the varying types of work and needs of our clients.

Another value added attribute of our JOC solutions, is that we offer a range of support levels, enabling owners to tailor the level of support they receive. This provides our clients with the flexibility to assign specific projects to Gordian when workloads or temporary staffing shortages occur, and then adjust as conditions change. Simply put, Gordian's JOC solutions are a value-added proposition for any owner, and provide unmatched time and cost savings compared with any other construction procurement method.

### 49. Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?

The Gordian Group was founded in 1990 by the inventor of Job Order Contracting, Harry Mellon, and it has been the primary business of Gordian since that time. No other firm in the nation can provide comprehensive JOC solutions with single point responsibility for all of the products and services necessary to execute a successful JOC program. We do not private label any products from third-party vendors, nor do we subcontract any of the services to independent contractors. We have the experience and expertise to know what a successful JOC program requires, and we have formulated an approach to JOC that addresses the four components necessary to implement and execute a value-added JOC program. A detailed description of our approach to JOC is presented below.

### **Construction Cost Database**

The Gordian Group maintains the most extensive Construction Cost Database available. Developed and refined over the last 25 years, our database includes over 275,000 construction tasks with associated costs for all areas of construction from site work to electrical. The data includes specific tasks applicable to educational, municipal, transportation, healthcare, housing and water/waste water management clients, among others. The Construction Cost Database has the following for **each** construction task:

• A unit of measure

- A detailed task description specifying the task and when and how it is used
- Labor, material and equipment price components, updated to reflect **local** prices, prevailing wages and working conditions at the time of publishing
- Details of the work crew necessary to install the task

Productivity factors that determine how much time it takes to install one unit of the task

Hosted on SQL servers, the Construction Cost Database contains over 180 different labor categories and 2,900+ different pieces of equipment, in addition to the 275,000+ material items and associated costs. Our Construction Cost Database is updated and maintained by Gordian's team of certified cost estimators, cost researchers and engineers, who are dedicated full-time to research construction costs and developing unit prices. The Gordian Group publishes a customized, client specific Construction Task Catalog from the Construction Cost Database for each JOC construction contract. No other firm has the capability to produce and maintain these types of specialized unit price books.

In addition, we publish Technical Specifications that correlate directly with each task in the Construction Task Catalog. Technical Specifications define the quality of workmanship and the quality of materials required for each construction task. The Gordian Group utilizes the industry standard, MasterSpec, Gordian's own proprietary database of specifications, and client provided preferred specifications.

### Software & Technology

With a solid data foundation, our in-house IT department created DMAP (Database Manager and Publishing) software to



efficiently manage our Construction Cost Database and translate facts into a client specific, localized Construction Task Catalog. This software automates the publishing process via Microsoft Word documents and Acrobat files.

Our second critical software capability is eGordian, the most widely used JOC information management application available. Accessible via **www.eGordian.com**, it is the only work flow tool in existence that automates the entire JOC process and is accessible via the Web. eGordian is critical to our clients' reporting transparency goals.

For each client, eGordian is configured to meet the client's needs and is implemented with a client specific Construction Task Catalog and Technical Specifications. Once the client's configured setup is complete, eGordian is used to accomplish the following:

• Initiate JOC projects

- Create and distribute the Detailed Scopes of Work and Requests for Proposals
- Receive Price Proposals from the JOC contractors
- Track subcontractors, including utilization of small, minority and women owned businesses
- Allow the reviewer to record and send requests for Price Proposal changes to the JOC contractors
- Administer all aspects of the project

- Generate invoices
- Create forms
- Generate tracking and management reports with real time data
- Create a complete audit trail
- Ensure security at all levels: users, groups, forms, fields and reports
- Enable data exchange with other client software, including the latest enterprise software

Gordian's JOC information management applications are used by over 7,500 users, with about 200 users logged in at any given time during the business day. For each client, eGordian is configured to meet their individual needs and is implemented in conjunction with the facility owner's specific Construction Task Catalog and Technical Specifications. eGordian allows clients to administer all aspects of their JOC program from initiating projects to generating Contract Documents to reviewing Price Proposals to providing real time audit, management and performance reports.

Our JOC applications have a proven track record of being secure, flexible and stable. There are several layers of redundancy including a back-up host site. eGordian "talks to" facilities management or enterprise software through web service data exchange, which allows our clients to automatically enter data in or extract data from eGordian without the application interface. Equally important, eGordian's web access spares clients unnecessary hardware and software expense.

eGordian was designed so that it can be configured to fit exactly the information management needs of any JOC program. With the JOC System License we provide, clients can equip any number of users with eGordian access to generate all of the documents and forms required for the JOC process, including Requests for Proposal, the contractor's Price Proposals, the Notice to Proceed, and all management reports.

### **Human Resources**

As with any service provider, the real determinant of strength and reliability is the quality of its team. This is especially true with The Gordian Group. While we produce products such as Construction Task Catalogs and training guides in physical form to help our clients with their program, it is ultimately the service that we provide in applying our data, technology and process resources to meet a client's individual needs that truly makes the difference.



As a 25-year-old company, we have grown to be over 280 strong with Project Managers and Construction Managers spread throughout the nation in cities and towns near our clients, and support staff located in Greenville, SC, Norwell, MA and Atlanta, GA.

Our team is highly experienced with rich backgrounds in the construction industry. We are a highly educated group with degrees in engineering, architecture, construction

management, law, business and technology, and many at the Master's level. We are frequent industry association presenters and journal authors. Several share a strong military tradition started by our Founder, Ret. Lt. Colonel Harry H. Mellon.

Our culture is a positive and unique blend of intense work ethic, entrepreneurial spirit, uncompromised integrity and client focus. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information providing our clients with a truly integrated and responsive project delivery approach. As a result, we have assembled a team of professionals who have extraordinary qualifications and experience. We are the industry experts for JOC repair, alteration and minor construction procurement and management.

### Process

The core of Gordian's approach to JOC is the rigorous and proven process we follow to identify each client's needs and create a customized Job Order Contracting program around those needs. We do not take one client's program and force fit it to another's. Nor do we pull generic estimating guides or limited purpose software off the shelf and try to make them work. Our experience has taught us that to achieve maximum performance, a JOC program needs to be carefully crafted using a disciplined and thorough process. No one else in the industry applies a similar approach. The process has been time tested and designed to **minimize the effort required by the owner** while producing maximum repair, alteration and minor construction results.

# 50. Identify and describe any service contract options included in the proposal, or offered as a proposed option for the products/equipment being offered.

The Gordian Group's products and services are sold as a comprehensive package, and service contracts are not offered as a separate purchase option. The different products and service levels available through our JOC solutions are described in detail in the responses to Form F.

# 51. Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.

The Gordian Group currently provides JOC solutions to two Canadian clients: City of Richmond and WorkSafe BC. We are willing and able to offer the awarded contract services to additional NJPA Members in Canada, or other international areas should the opportunity arise.

# 52. Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our web-based ordering process for ezIQC through <u>www.eziqc.com</u> is accessible from any computer, smartphone or tablet that has internet access. We have streamlined the process of requesting and executing a project through ezIQC, and no other construction procurement method available to NJPA Members can provide this level of convenience and efficiency.

## Payment Terms and Financing Options

### **1. Identify your payment terms if applicable.**

The Gordian Group will invoice the JOC contractor for the Gordian fee and NJPA Administrative Fee upon the completion of the construction project procured through ezIQC. The JOC contractor's payment terms will be Net 30 upon receipt of the invoice. In the event an NJPA Member elects to piggyback the NJPA contract and procure a Gordian JOC solution, the payment terms are Net 30 from the date of invoice.

## 2. Identify any applicable leasing or other financing options as defined herein.

Not applicable.

## 3. Briefly describe your proposed order process for this proposal and contract award.

Gordian developed <u>www.ezIQC.com</u> for the NJPA JOC program. ezIQC.com is webbased service delivery portal for initiating, dispatching and ultimately tracking member satisfaction on service requests. Within minutes of entering a request into the short and simple online form, the system dispatches the request to Gordian's assigned ezIQC field representative and the Member is contacted to start the fast track process. In short order, the ezIQC expert will schedule a site visit meeting between the Member and the contractor to "scope" the project and allow the parties to obtain a thorough understanding of the project. After a project is completed, the system will generate a satisfaction survey to the Member for them to report their experience with the ezIQC process and the JOC contractor.

## 4. Do you accept the P-card procurement and payment process.

No. Most government agencies do not allow construction projects to be procured through the P-card process.



### Warranty

### 5. Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

The Gordian Group does not provide a Manufacture Warranty Program. Our products and services are provided on a "pay-as-you-go" basis, and we only get paid if the client is satisfied with, and actually uses the JOC solution to procure construction. If a client is ever unsatisfied with our JOC solution, they simply do not use it, and they pay nothing for it. Accordingly, a warranty program is inapplicable to our products and services.

## 6. Do all warranties cover all products/equipment parts and labor?

Not applicable.

### 7. Do warranties impose usage limit restrictions?

Not applicable.

8. Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Not applicable.

9. Please list any other limitations or circumstances that would not be covered under your warranty.

Not applicable.

10. Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Not applicable.





#### Section 1. Instructions For Vendor

Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to: your NJPA Contract Manager and **PandP@njpacoop.org.** 

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

#### Section 2. Vendor Name and Type of Change Request

|                       | CHECK ALL CHANGES THAT APPLY: |             |   |  |
|-----------------------|-------------------------------|-------------|---|--|
| AWARDED VENDOR NAME:  | The Gordian Group, Inc.       | $\boxtimes$ | Adding Equipment/<br>Products/Services                                  |  |
|                       |                               |             | Deleting/Discontinuing<br>Equipment/Products/Services<br>Price Increase |  |
| NJPA CONTRACT NUMBER: | 071415-GGI                    |             | Price Decrease  |  |

Standard Form PnP051314



#### Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Products to be Deleted:

JOC Basics

Products to be Added:

- MRO Solution
- MRO Complete Solution
- ROPA+
- Building Portfolio Solutions
- Sustainability Solutions
- Small Campus Solutions

Provide a general statement and documentation explaining the reasons for these price and/or product changes. SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that imprave the rate of efficiency and useful life. The 5400 series is now included in the "Hat List" at a 20% discount from previous pricing until remaining inventory is liquidated.

The Gordian Group recently removed the JOC Basics product from our product lineup and request that this offering be deleted from Contract 071415-GGI (the "Agreement").

The Gordian Group recently introduced a new indefinite quantity construction contracting system designed to impose price certainty and contract quality for routine maintenance, repair and operations projects that are typically lower in value and are not suitable for Job Order Contracting. Our program management expertise, construction maintenance and repair cost data, and software platform will enable NJPA members to implement an MRO program that will allow them to respond to a variety of needs from scheduled maintenance to emergency repairs. Gordian's MRO Solution and MRO Complete Solution, which provides additional program management services, are detailed in Attachment A which we propose to include in Contract # 071415-GGI via amendment. We propose replacing the current Section 9 of the Contract (Equipment/Product/Services, Pricing and Delivery) with Attachment A.

In 2015 The Gordian Group, Inc. acquired Sightlines, LLC, which has bolstered our ability to support NJPA members' facilities assessment, management and capital programs. The Gordian Group's Sightlines® branded products represent substantial value-added capabilities of The Gordian Group that should be made available to NJPA members through Contract # 071415-GGI. The Gordian Group proposes to include the following Sightlines branded products and services (collectively "Sightlines Products"):

- 1. ROPA+
- 2. Building Portfolio Solutions
- 3. Small Campus Solutions

The Sightlines Products, including the associated services, are described in detail in Attachment A, which we propose to include in Contract # 07141S-GGI via amendment as the replacement for Section 9 of the current Contract.

If adding product/s, provide a general statement how these are in the scope.



The Gordian Group, a pioneer in the Job Order Contracting ("JOC") field has expanded its related service offerings beyond those included in our proposal submitted in response to NJPA's RFP for "Indefinite Quantity Construction Contracting Systems and Related Services" (the "RFP"). The products and services proposed and described herein represent both a new indefinite quantity construction contracting system (MRO Solution), as well as our Sightlines branded products and services that represent Value Added Attributes as defined in the RFP.

Gordian's MRO Solution represents a new ID/IQ contracting system developed specifically for small maintenance, repairs and operations. It is premised on the ID/IQ contracting process and provides on-call contractors capable of performing MRO work at preset prices, but utilizes a unique construction cost database, software configuration and contract documents designed for projects that are typically not subject to competitive bid requirements. As described in detail in Attachment A, Gordian's MRO Solution is a true indefinite quantity construction contracting system that will enable NJPA members to maintain price certainty and contract quality for their MRO work without the overhead of new price negotiations for each project. The MRO Complete Solution includes all of the products and services necessary to implement a "turn-key" MRO program, and also includes project management services not available through the MRO Solution.

Gordian's new Sightlines Products are within the scope of the RFP, as they clearly meet the definition of Value-Added Attributes. The Sightlines Products are offered as additional products and services to the ID/IQ contracting system, and will further serve NJPA members' needs above and beyond the standard expectations for an ID/IQ construction contracting system. The Sightlines Products are developed to both complement and drive the effectiveness of Gordian's ID/IQ contracting systems originally proposed by providing NJPA members with the necessary tools and information to catalog and assess their facilities assets, develop a comprehensive list of facilities deficiencies, prioritize projects lists, establish facilities maintenance goals, address backlogs and chart an institutions progress on defined capital planning and asset management goals. In combination with Gordian's ID/IQ construction contracting systems, Sightlines Products will enable NJPA members to holistically manage their existing facilities needs by providing a comprehensive process to: 1) identify and prioritize the work that needs to be done; 2) use quantitative analysis to develop a multi-year plan for addressing the work and prioritizing projects; 3) procure contractors to accomplish the work through on-call, competitively-bid construction contracts with preset pricing; 4) manage the construction in-progress; 5) analyze their progress and benchmark the value of their facilities relative to established peer groups; and 5) develop a long-term capital plan that balances funding with anticipated project costs.

In summary, the Sightlines Products described in greater detail herein are a complement to the indefinite quantity construction contracting systems Gordian currently provides to NJPA members, and are true value-added attributes that will enable your members to procure comprehensive facilities management services, or purchase each component individually as specific needs arise. We are confident that each of the products described herein fall within the scope of the RFP, and provide valuable tools in evaluating and addressing the facilities management needs of NJPA members.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

The pricing included in Attachment A is consistent with the existing NJPA pricing.



#### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

X Yes

🗆 No

Section 5. Signatures WHAR. 3/21/2016 2-2 Vendor Authorized Signature Date Ammon T. Lesher, Vice President Print Name and Title of Authorized Signer 6/ Chad Coauette, NJPA Executive Director Signature Date



## Equipment/Product/Services, Pricing and Delivery

# 11. Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

NJPA seeks to develop, implement and support a Job Order Contracting program on behalf of its Members, to provide on-call contractors who will perform quality construction at competitive prices.

## Please note that throughout our proposal, references to NJPA and NJPA staff, where appropriate, shall apply to NJPA Members and their staff.

The Gordian Group has been providing Job Order Contracting ("JOC") solutions to help facility and infrastructure owners, like NJPA's members, control and fast track their construction repairs and alterations for more than 25 years. Gordian's JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over 30 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects.

Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian's results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to NJPA and its Members.

### ezIQC

For our cooperative purchasing customers, The Gordian Group developed ezIQC, a JOC solution designed solely for cooperative purchasing organizations like NJPA. ezIQC is



typically used by cooperative Members who wish to utilize the procurement efforts of a cooperative purchasing agency or who may not have the staff capacity or construction volume necessary for a standalone, independent JOC program. Through ezIQC, NJPA competitively-procured JOC contracts will continue to be made available to your Members.

Standing for "easy" and "intelligent" construction sourcing, ezIQC includes a service delivery web portal for initiating, dispatching and ultimately tracking participating Members satisfaction of JOC service requests. To initiate a project, the participating entity enters a project request at <u>www.eziqc.com</u>. Then, a Gordian project manager will contact the entity and assist it through the process of developing the Job Order. We will schedule the Joint Scope Meeting, assist in preparing the Detailed Scope of Work, review the contractor's Price Proposal, recommend changes, and collect required insurance certificates and construction bonds. Once the Member is 100% satisfied with the Price Proposal and other required documentation, and decides to

move forward with the project, the Member can issue a Job Order to the contractor on its standard purchasing form. Then, the Member manages the construction and close-out of the project according to its standard internal procedures.

The Gordian Group's oversight and assistance in developing Job Orders for the participating entities is vital to ensuring NJPA JOC contracts are utilized properly, and the participating entities are paying the correct price to the JOC contractors.

A complete detailed explanation of The Gordian Group's ezIQC Solution for developing, implementing and supporting a JOC program that will fulfill NJPA's requirements is below. We will take the confusion out of Job Order Contracting and will implement a customized and effective JOC solution for NJPA.

### **Program Implementation**

Since Gordian is the firm that developed, implemented and currently supports the NJPA JOC program, many of the program implementation steps described herein will not be necessary and the transition from the current contract to a new one will be seamless. This will ensure that there is no interruption to the current NJPA JOC program, and NJPA Members will continue to obtain the benefits of the JOC contracts already in place.

For NJPA Members that elect to procure a Gordian JOC Solution, JOC Complete Solution or JOC Complete Solution Plus, the program implementation and training services described herein will be provided. For NJPA Members that procure construction through the NJPA JOC contracts, no training or program implementation services will be provided, and the Member will have the option to receive Job Order development services or perform those services with in-house resources.

The Gordian Group developed and implemented the initial JOC program at NJPA under a contract awarded in 2007. Since then, we have continued to improve and support the program by bidding new contracts with updated and improved Construction Task Catalogs and Technical Specifications, revising procedures, developing and integrating new software, and providing daily technical support. To date, we have developed more than 250 unique Construction Task Catalogs, and supported the procurement of more than 750 JOC contracts through the NJPA JOC program.

The Gordian Group will develop all of the Contract Documents necessary to implement the NJPA JOC program. The first step in developing these documents will be to assist NJPA in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility owners.

Since JOC will be a new and different procurement process for some NJPA Members, it is critical that proper execution procedures and policies be prepared. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to your general operating and organizational philosophies. These procedures and policies must incorporate all phases of the JOC process. Specific issues that must be addressed include:

### • Project Initiation

How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?

### Project Development

How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Price Proposal? Will liquidated damages apply?

### • MBE/WBE Compliance Procedures

What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?

### Permit Procedures

Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?

### • Project Review and Approval

Who will prepare the independent estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate? What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders? **Construction Inspection and Acceptance** 

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittals and shop drawings be handled? What documentation will need to be developed?

### Project Close Out Procedures

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

### • Payment Policy and Process

Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost effective recommendations. We propose to organize and manage a series of conferences and meetings with key NJPA staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse.



### **Construction Task Catalog**

1

During the past 25 years, our team of experienced cost estimators led by Mike West, a Certified Cost Engineer has developed more than 2,500 Construction Task Catalogs specifically designed for JOC programs. We have developed a Construction Task Catalog for state, municipal, educational, transportation, healthcare, housing and water management clients. This depth of experience has created a comprehensive database from which we can draw upon when customizing a Construction Task Catalog for a particular client. The Gordian Group is the only source in the world for client specific JOC price books and documents, and the unsurpassed results they bring.

The Gordian Group will conduct a series of review conferences with NJPA staff and Members to ensure the appropriate maintenance and construction related tasks are included in each Construction Task Catalog.

We use local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalogs. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for NJPA and will incorporate current actual local equipment and material prices and local area prevailing wage rates. When contractors have confidence in a Construction Task Catalog, they will offer NJPA a more competitive price.

When we build a new Construction Task Catalog, we start with our 275,000 task database that is continually improved and updated not only by us, but by our clients. As part of our ongoing support role, we produce updated Construction Task Catalogs. When we notice areas for improvement, we bring in our cost estimating team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. With over 750 catalogs currently in use, client feedback has allowed us to continually raise our level of quality. If any items are not already included in our database, The Gordian Group will gladly develop them for NJPA. These new tasks will be for the exact construction product or material that NJPA requires for its projects including, if necessary, unique owner supplied material and equipment.



A JOC Construction Task Catalog must be specific because, together with the Technical Specifications, it describes the work the contractor is obligated to perform and the quality of workmanship and the quality of materials that is required for each construction task.

Each task in our Construction Task Catalog has an accurate, customized description, an easily recognized unit of measure, a price to install the item, and if appropriate, a price to demolish the item. A task may also have several modifiers which adjust the price for variations in materials (e. g. 12 gauge instead of 14 gauge) or for quantity discounts (from 1,000 to 5,000 square feet). When dealing with tasks such as painting, drywall, ceiling tiles and concrete sidewalks, increased quantities significantly reduces a contractor's cost and these savings should be passed onto the facility owner. A Construction Task Catalog that does not take into account quantity discounts will not be accurate and will deprive the facility owner of these savings.

The Gordian Group knows that a balanced, comprehensive JOC specific Construction Task Catalog is critical to the success of a JOC program. The only alternative to our customized Construction Task Catalog is one or more of the generalized construction cost estimating guides. Estimating guides are excellent for generating "estimates" but are inferior to a client specific Construction Task Catalog for a JOC program in several ways.



- **Price Averaging:** Generalized estimating guides are prepared using national price averages. They include city cost indexes to adjust the national price average to a local price. Using national prices and price averaging results in unbalanced pricing. Some tasks are underpriced and some are overpriced for the local market. The unbalanced pricing structure causes two problems. The first problem is that the owner could end up paying more than is necessary for work because the prices listed in the generalized estimating guides do not reflect heightened competition, increased productivity or other local factors. The second problem is that a contractor, uncomfortable with the imbalance in pricing, will raise its bid to compensate for the risk involved. The owner will pay for this added risk.
- Ambiguous Task Descriptions: Tasks in the generalized estimating guides have descriptions that are meant for doing construction estimates, not contracts. The task descriptions are designed to be general and cover an average cost of a range of items. This ambiguity allows a JOC contractor to include tasks that are not appropriate and therefore increase costs unnecessarily, especially in the areas of "General Conditions." Not only does this result in increased costs to the facility owner, but it also fosters an adversarial relationship between the owner and the contractor and slows the overall process.



DIA

In addition to ambiguous task descriptions, generalized estimating guides use the terms minimum, average and maximum throughout to indicate quality of materials. What will the contractor use as a guideline to determine which price to use? The owner should not have to negotiate what is an "average" piece of hardware. This can open the door to fraud, favoritism, corruption and unnecessary owner expense.

- **No Demolition for Most Tasks:** The bulk of the work performed in JOC is renovation, repair and replacement work. Most generalized estimating guides do not provide demolition prices for a majority of the tasks associated with this work. Therefore, the demolition cost of even the simplest task must be negotiated. One of the significant advantages of JOC is that you do not have to negotiate prices. The requirement to negotiate tasks will create an adversarial relationship between the owner and the contractor and change the nature of the contract from competitively bid to negotiated.
- **No Quantity Discounts:** There can be significant cost savings when doing large quantities of the same work. Most generalized estimating guides do not provide pricing for quantity discounts. This results in the owner losing the benefit from the savings associated with larger quantities.
- Administrative Challenge: As mentioned above, generalized estimating guides are prepared using national price averages. The national price average must then be multiplied by a unique factor related to the local city cost index to obtain a local price. In addition to this multiplication, the facility owner must determine whether the total cost column will be used or the total including overhead and profit. When reviewing a JOC contractor's estimate prepared from a generalized estimating guide, the owner's staff must verify that the correct tasks, the correct quantity, the correct bid factor, the correct price column, and the correct city factor have been used; and that the entire math containing all of these components is accurate. Considering the average Proposal has over 40 tasks, this can create a severe burden on existing staff.

Estimating guides are too generalized and can be manipulated by the contractors. The loose, general or incomplete task descriptions, inaccurate pricing, and missing tasks typically found in estimating guides put a strain on the relationship with the contractor as the parties negotiate through tough pricing issues. Gordian's clear, comprehensive and specific Construction Task Catalog, however, allows the parties to establish firm and fixed prices for Job Orders. The focus shifts to getting the work done instead of negotiating the line items for each and every Job Order. That is how JOC is supposed to work. NJPA will pay less for construction and enjoy the following benefits, too:


Studies performed over the years repeatedly show that JOC programs using an estimating guide instead of our customized Construction Task Catalog cost taxpayers and facility owners 20 to 50% more. NJPA will save time and money and improve quality with a Construction Task Catalog that has been tailored to meet your needs. The Gordian Group will provide a Construction Task Catalog for NJPA, which will be 100% customized, 100% accurate, and include the exact tasks necessary for your JOC program.

A sample portion of a Construction Task Catalog prepared by The Gordian Group is provided in the Appendix.

# **Technical Specifications**

We have prepared more than 2,500 sets of Technical Specifications specifically for JOC. The Technical Specifications dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the Construction Task Catalog. The two documents must complement each other and be consistent. Both must be customized for each owner. By having the estimators and the Technical Specification writers in the same office we can assure increased communication and consistency. We follow a comprehensive and integrated development process preparing these two documents in parallel. Such coordination is essential to give bidders confidence in the pricing structure and in the overall process. Customization of the JOC Technical Specifications will provide NJPA with the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with NJPA Members having the final approval of "or equal" substitutions.

An example of Technical Specifications prepared by The Gordian Group is provided in the Appendix.

The Gordian Group recognizes that each client is unique and has proven that the best JOC results are achieved when a program is tailored to fit the client's requirements. We know that success depends on the quality of the Contract Documents. To reach the highest level of success in efficiency, client control and cost savings, NJPA JOC program must have documents prepared and customized specifically for your use. We have successfully developed, implemented and support more than 200 custom JOC programs. The Gordian Group is proposing to completely prepare all of the Job Order Contract Documents for NJPA including the Construction Task Catalog and Technical Specifications described above, and

the Contract and General Conditions and Bid Documents described below. No other firm provides this level of service.

## **Contract and General Conditions**

The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims and can break down the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard NJPA contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate those documents with the various departments within NJPA. Michael Ledford, a licensed attorney and Director of Gordian's Development and Implementation team, will review the Contract Documents for compliance with all applicable laws.

## **Bid Documents**

An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The "tighter" the Bid Documents the better the bid prices will be. The Gordian Group proposes to prepare all of the documents for the NJPA JOC program.

A critical objective of many Job Order Contracting programs is to achieve and improve upon the participation goals for minority and female owned business enterprises. If this is a requirement of your program, The Gordian Group will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be developed and included in the Contract and General Conditions.

The Gordian Group will prepare a draft set of Contract Documents for review by NJPA. After incorporation of all comments, The Gordian Group will prepare a final set of Contract Documents in both electronic and hard copy form for printing by NJPA.

## Software

The Gordian Group will provide unlimited access to our information management **CONTROLATION** software that is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software, eGordian, was specifically designed to support JOC programs. We will configure eGordian to meet the information management needs of NJPA and your Members.

Our JOC information management software is the most comprehensive and most widely used software available and the only software designed to manage administration of the entire JOC process. eGordian was developed by The Gordian Group with in-house employees for the sole purpose of administering a JOC program. Designed to streamline the JOC process, eGordian is both simple to use and easy to learn.

eGordian is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, eGordian can handle an unlimited number of Users, Projects, Construction Task Catalogs and other information. As part of the JOC System License, NJPA will receive with our ezIQC Solution, you will be provided with unlimited access to eGordian for the term of the contract.

eGordian is the culmination of over 25 years of JOC software experience. The software has over 20 individual modules that are used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. The Gordian Group will work with NJPA to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. In fact, the information technology representative at the Water Reclamation District of Greater Chicago said this about our team:

"Please pass on to your IT staff that they are one of the most professional, courteous and knowledgeable support groups that I have ever worked with, and I deal with IT support people every day from all around the country. Please extend my gratitude to the staff for a job well done."

NJPA will find that eGordian is extremely powerful and flexible when it comes to security, integration and reporting. A sampling of the first few chapters of the eGordian User's Manual, including screenshots from eGordian, can be viewed in the Appendix at Section 20.

The Gordian Group is successful at producing great JOC software because we understand JOC and we build our software to the expectations of our users. This was a challenging task considering we have almost 7,500 users. Our software accomplishes four important goals that are common with all of our users:

- Security at all levels: users, groups, forms, fields and reports.
- Ease of use: works like other applications to reduce the learning curve.
- **Flexible:** must adapt to the user's specific environment through configuration.
- **Expandable:** must allow for additional features and components.

In addition to these goals, eGordian accomplishes more than any other JOC information management software in the way of:

- **Import/Export:** ability to import data from other systems and export in almost any format.
- Support and Maintenance: unlimited support and maintenance.

- Updates: no user action required.
- Hardware Requirements: any computer connected to the Internet.
- **Construction Information:** agreements with BNI Publishing to provide construction information electronically in eGordian.
- **Features and Components:** more features and components and management capability than any other software package.
- Architecture: Built with Microsoft's .NET development tool utilizing Microsoft's SQL Server as the database.

#### Security

At the heart of eGordian is a robust security system. At the top level of security is the System Administrator. This person has complete access to all of eGordian's features. They can configure components, add or change users and groups, and configure security settings. It starts with the administrator's module. Only administrators can see this module in the software. From there administrators can manage security settings.

Administrators use this tool to establish users and groups, add users to groups, and apply permissions for each user and group as needed. The administrator can apply, read, modify and delete privileges for users and groups at any level in eGordian. For example, some groups may not have access to a project, others may have read only access, others may have full access, and others may have access to only select fields. **This is the most flexible security system of its kind**.

#### Ease of Use

- Reports and forms are linked to components in eGordian making it simple for users to find the forms and reports they need.
- Email is integrated with the users email system. Thereby allowing a tracking history of emails sent out.
- Users can copy information from and to popular programs like Word and Excel and the format is maintained.
- eGordian allows the user to use common formatting features to format text. This can make Detailed Scopes of Work and other documents more readable.
- eGordian has a spell checker to help with the spelling in text fields.

## Flexible

No two facility owners are the same and therefore, the software to manage their JOC programs should not be the same. eGordian allows administrators to configure the way it works for their organization. eGordian can have components removed that are not being used, field titles changed to reflect use, lists modified to perfectly match existing systems, forms and reports created or modified exactly as needed, security applied at any level, and policies set to control how it works.



#### Expandable

eGordian was designed as a collection of smaller applications. This enables The Gordian Group to easily expand the software. When a facility owner requires capability in the software that does not exist, we can add it quickly and easily. The Gordian Group continues to add new modules as our clients expand their need to track different information.

| List Name : Evaluation Add List Item |                                    |                                    |           |        |            |              |
|--------------------------------------|------------------------------------|------------------------------------|-----------|--------|------------|--------------|
| <ul> <li>Order</li> </ul>            | List Item Name                     | List Item Name (For Reports)       | Mandatory | ≎ Hide | Updated    | ≎ Times Used |
| 0                                    | Overall rating                     | Overall rating                     |           |        | 10/24/2007 | 0 🗙          |
| 1                                    | Cooperation at Joint Scope Meeting | Cooperation at Joint Scope Meeting |           |        | 11/14/2007 | 1            |
| 2                                    | Proposal Submitted on Time         | Proposal Submitted on Time         |           |        | 11/14/2007 | 1            |
| 3                                    | Quality of First Proposal          | Quality of First Proposal          |           |        | 11/14/2007 | 1            |
| 4                                    | Cooperation in Revising Proposals  | Cooperation in Revising Proposals  |           |        | 11/15/2007 | 1            |
| 5                                    | Work Site Organization             | Housekeeping level of Contractor   |           |        | 11/15/2007 | 0 🗙          |
| 6                                    | Quality of Construction            | Quality of construction            |           |        | 11/15/2007 | 0 🗙          |
| 7                                    | Job Site Safety                    | Contractor's safety performance    |           |        | 11/15/2007 | 0 🗙          |
| 8                                    | Adherence to Job Schedule          | Adherence to Job Schedule          |           |        | 11/15/2007 | 0 🗙          |
| 9                                    | Close Out Paperwork                | Close Out Paperwork                |           |        | 11/14/2007 | 0 🗙          |
| Showing 1 to 10 of 10 entries        |                                    |                                    |           |        |            | 00           |

## Import/Export

eGordian provides a number of ways to import and export data. The simplest of these is to copy and paste the information to or from another source. eGordian also makes extensive use of XML, a protocol now understood by most popular applications and the Internet.

Exporting information can also be accomplished with eGordian's reporting tool. Every form or report can be exported in several formats including: PDF, Excel, Word, Rich Text and Text.

## **Software Support and Maintenance**

In terms of supporting and maintaining system applications for JOC, The Gordian Group is the most experienced firm. Our in-house software design and development team created eGordian and sit side-by-side with our customer support team. They are available 12 hours a day, five days a week. In addition to live support, we have video tutorials and online help.

eGordian is an web-based information management tool that aides in every aspect of the JOC process. It is imperative that we ensure it is properly configured for your JOC program. Together with your staff, The Gordian Group will fully test the system and certify that it is optimally configured according to your requirements.



We will provide unparalleled support following the configuration and testing of the software. The support will be a combination of on-site personnel, remote access and a toll-free support hot line.

## **Updates**

eGordian is a web-based application. This means that no action is required by the end user to update the software. As updates are completed and fully tested they are immediately made available to all users. A message is placed on the eGordian login web page to notify users prior to the release of an update. This message will include a link to instructional material, when necessary, so that the users can become familiar with the update before it is released.

## Hardware Requirements

eGordian is unique in that is has practically no minimum hardware requirements. Since it is a web-based application, any computer device with access to the Internet can use eGordian. This includes smartphones and pads. A broadband connection of 1mbps or higher is recommended.

## **Features and Components**

eGordian manages all aspects of the JOC Process. eGordian's primary function is to manage Job Orders within projects. eGordian can track budgets, locations, people, meetings, cost estimates, Proposals, Proposal reviews, submittals, subcontractor and MBE/WBE participation, project logs, invoices, evaluations and tracking dates. The following is a description of each of eGordian's features and components.

## • Project

Basic information is entered for the project such as project number, title, and description.

## Job Order

Pertinent Job Order information can be entered on the Job Order screen. Job Order number, title, status, contract, schedule, work type, specialties involved, drawings and submittals required, special instructions, the final Detailed Scope of Work and notes. Project Managers will rely on this information daily to view new projects.

#### • Budget

Budget information can be added and tracked for a Job Order based on specific budget lines.

## Location

One or several locations can be added for a Job Order. The locations tie back to a list of locations to give consistency between the Job Order and full capability to do proper tracking.

#### • People

Any people associated with a particular Job Order can be added for easy reference and tracking purposes.

#### • Meeting

You determine the types of meetings necessary and track information such as dates, times, attendees and notes. Typical meetings might include Joint Scope Meetings and Pre-Construction Meetings.

## Cost Estimate

You can develop cost estimates for each Job Order. The cost estimate can utilize the Construction Task Catalog or price information from other sources. The cost estimate can be used to establish accurate budget information.

## • Price Proposal

The contractor can quickly create a Price Proposal utilizing the electronic Construction Task Catalog. The Adjustment Factors are entered during setup of the software and are automatically applied to tasks as they are entered. Like estimates, the contractor can develop several Price Proposals for one Job Order and combine them when responding to a request. When new tasks are needed, the user can easily create them in custom catalogs and use them on any Job Order.

## • Proposal Review

eGordian automatically scans the contractor's Price Proposal for errors to determine if the proper Adjustment Factors were used and to confirm that the math is correct. It also compares revised Price Proposals to previously submitted Price Proposals saving the client's Project Managers hours of review time while keeping an audit trail of all changes. The Project Managers can enter notes and alternative quantities for each task and transmit their comments to the contractor. All Price Proposals received are saved to preserve the audit trail.

## Submittals

You can track each submittal with the submittal log. eGordian has the power to follow your submittals through the approval cycle. eGordian also has the capability to manage a submittal library and to link items in the library back to projects.

## • Subcontractors and DBE/MBE/WBE

eGordian tracks subcontractor utilization by Job Order to track the utilization of small, minority, women or disadvantaged owned businesses. The contractor can also use this tool to track subcontracts and payments to subcontractors.

#### • Invoice

The contractor can prepare electronic invoices that are uploaded to eGordian for automated invoice tracking.

#### • Evaluation

eGordian provides the Project Manager with a customizable evaluation form to critique the contractor's performance on each Job Order. This feature tracks a contractor's performance and leads to performance improvement.

#### • Tracking Dates

You can track an unlimited number of dates in eGordian. These are typically milestone dates that represent distinct

steps in the JOC process.

#### • Forms

Forms are driven by SQL Server Reporting Services. We provide several comprehensive forms necessary to run a JOC program. eGordian can produce any form a Project Manager may require from a



Notice of Joint Scope Meeting to a Project Closeout Form. Project Managers can spend their time managing construction, not typing.

#### Management Reports

Like forms, management reports are also driven by SQL Server Reporting Services. eGordian's reports provide great insight into JOC programs at all levels. This allows the Project Manager or administrator to track information important to them.

#### • Administration

You can control every aspect of eGordian from the administration module. Edit lists, modify forms and reports, change program policies, add users and change security settings are just a few of the controls. The easy to use interface will have you up and running within minutes.

#### Security

eGordian comes complete with a security module that manages both user and groups. The security can be set for each field within eGordian. Each user and group is given or denied read, write, modify and delete access to every aspect of the software including administrative functions.

• Find

Find is a feature that works with almost all components in eGordian. This tool is used when a user is searching for information within eGordian and needs to find it quickly. It is most often used with the Construction Task Catalog to find specific tasks.

#### • Backup/Restore

The Gordian Group protects eGordian data in a number of ways that is described in more detail below under the heading Architecture. In addition to our data protection measures, you can also create a full backup of the data from eGordian on your local computer with the click of a button or automated script. eGordian utilizes web services to deliver data to end users for backups or other applications. Using a tool we have developed, you can have a replica of your data in XML or Microsoft Access. We can also assist with getting the data into other formats that you may require. This data can also be used to restore eGordian in the case of a catastrophic loss. However, a catastrophic loss is unlikely since we use three separate systems to guard against data loss.

#### Online Help

eGordian has instructional videos and online help built directly into the application. This context sensitive help is the fastest way for a user to get more information about the modules they are using.

## Architecture

The Gordian Group developed a web-based JOC information management application that provides the speed and experience of a rich application environment, but available over the Internet. We started with Microsoft's premier development tool called. NET (dot net). Once eGordian was developed, it was deployed on the #1 managed cloud system, RackSpace. We chose Microsoft's SQL Server as the database backend for the application. The final result is a fast, easy to use and secure application available over the Internet.

#### This architecture has several benefits:

- Available anytime and anywhere there is an Internet connection.
- No minimum requirements on client computer hardware or software.
- No servers to purchase or maintain.
- No software to purchase or maintain.

The Gordian Group's primary data site is located in a RackSpace cloud datacenter. The RackSpace datacenter is being utilized as an Infrastructure-as-a-Service (IAAS) solution supporting our information management applications. These capabilities come with an uptime promise, Service Level Agreement, of 99.99% and an auditable security and compliance guarantee (SAS 70 Type II or ISO27001). This site is redundantly mirrored to a secondary site.



The secondary site is located at Immedion, a Greenville, South Carolina colocation provider. The site serves as the backbone of our disaster recovery plan including multiple power sources, weather/disaster protection, and available office space during disaster periods. This state-of-the-art datacenter is also security and compliance guaranteed by SSAE 16, SOC I Type II.

## **Procurement Support**

This phase incorporates all the activities necessary to establish the structure of the NJPA JOC program, inform internal NJPA staff and the contracting community about JOC, and procure the JOC contractors. Specific services will include preparing and conducting an external marketing program, an internal marketing program and pre-bid seminars.



## **External Marketing Program**

The Gordian Group proposes to coordinate and conduct the external marketing of the JOC concept to the local contractor community for each solicitation. The purpose is to "sell" the JOC concept to the local contracting community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid. Marty Hanahan, our Director of Cooperative Purchasing Channels will lead the marketing and outreach efforts, including orientations and pre-bid meetings for contractors unfamiliar with the JOC process.

## **Internal Marketing Program**

The Gordian Group will also conduct internal marketing of the JOC program by holding orientations and seminars for NJPA and your Members. The Gordian Group has devoted substantial resources to the NJPA ezIQC program during the past several years, and we have three employees dedicated solely to guiding our marketing strategy for cooperative purchasing channels.

Marty Hanahan is the Director of Cooperative Purchasing Channels and is responsible for the marketing education and enablement of our contractors and cooperative agency partners. Marty provides strategic and tactical communication

expertise, while forging relationships between the co-op agencies, contractors, The Gordian Group and others. She is directly responsible for providing sales, marketing and business development training for the contractors, as well as equipping them with materials necessary to successfully market and fulfill their contracted services.

Mary-Neil Jackson is the Cooperative Purchasing Channel Coordinator and is responsible for coordinating and fulfilling the Co-op Purchasing Channel initiatives. She organizes and sources local market events including co-op member meet and greets, trade show networking opportunities and contractor business development workshops to market the NJPA contract and the contractors. She is responsible for the coordination and execution of enablement materials and fulfills request for cobranded collateral and associated content.

Nicole Behnke is the Marketing Initiatives Manager and is responsible for managing the strategy and execution of cooperative marketing channels from program management through implementation and analysis. Nicole manages 3rd party vendors, developers and list vendors, supports key internal stakeholders in ensuring highly efficient campaign execution, continuous improvement to processes, and driving ROI. Nicole also develops & executes strategic plans for effective multichannel campaigns.

#### **Pre-Bid Seminars**

A central feature of The Gordian Group's procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders. Since most facility owners want to attract local contractors, but often times many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. The Gordian Group believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids.

The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner's expectations for the JOC contractor.

The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session.

If the client prefers, this seminar can be presented in two separate sessions.





We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for NJPA the very best qualified contractors at a meaningful, competitive price.

## Training

The Gordian Group will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of NJPA, Member and JOC contractor staff will receive specialized training. The level of training will be dependent upon the desired role of each staff member. The training will incorporate all applicable NJPA policies and procedures. The Gordian Group will develop and publish all training aids and



materials necessary to support the JOC training courses. Regardless of which JOC solution NJPA elects, the JOC Master Training Program will be modified to fit your needs.

The Gordian Group's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for our customer's staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands-on practical application of the JOC process. **The training sessions will be unique to NJPA and will not be "canned" sessions.** 

This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module will be given as often as requested. The amount and extent of training is dependent on the experience and abilities of the participants being trained and the level of involvement desired by each participant.

A full array of training modules offered has been refined over time. A description of each module is presented below.

# JOC OVERVIEW JOC CONCEPT JOC PROGRAM CONTRACTOR'S QUESTIONS + ANSWERS

#### **JOC Overview**

RDIAN

The JOC Overview Module is a general purpose introduction to JOC. It is designed to familiarize NJPA and Member staff with the JOC concept. Topics include an overall JOC orientation as well as a discussion of how JOC will be implemented. In addition, JOC is presented from a contractor's perspective so NJPA and Member staff can better understand the contractor's risk and potential reward. Included in this module is a discussion of how a contractor prepares a JOC bid.

#### **JOC Contract Documents**



The JOC Contract Documents Module is a detailed discussion of the contractual terms of the contract. This module is designed for project managers and procurement staff. The contract documents are the "rules" under which the JOC program will be implemented. It is critical that key operational and procurement staff fully understand the Contract Documents.

## JOC Program Execution

DIAN



The JOC Program Execution Module includes a detailed, comprehensive review of NJPA approved JOC Execution Procedures. Training for this module includes ensuring that facilities and procurement staff have a full understanding of the procedures and forms that will be used to approve JOC work.

## Job Order Development



The Job Order Development Module includes training to complete a series of practical exercises designed to prepare a complete Job Order based on actual Member projects. Gordian staff will work side-by-side with the Member's project managers to answer questions and provide instruction as needed. The Gordian Group will also prepare a one sheet reference guide highlighting the procedures and forms that need to be completed for each step in the process.

## eGordian



The eGordian Module provides an overview of our proprietary JOC information management software. This module is designed for JOC contractor project managers. eGordian training is provided for each step of the JOC process, from project initiation, to reviewing and validating a contractor's Price Proposal, to project closeout. Because the primary interface of eGordian is Windows Explorer-based, staff will readily adapt to the user-friendly nature of our software.

## **JOC Refresher Training**

RDIAN

The Gordian Group will provide JOC refresher training as needed or requested by NJPA or the Members. Refresher training consists of a workshop discussion of all aspects of the JOC process and is offered to those who have had an opportunity to get some actual experience with the JOC process. The focus of this session is on the lessons learned and the sharing of those lessons with other staff members. Refresher training also helps identify any problems that may be occurring.

The Gordian Group will conduct as many training sessions as required to ensure that NJPA and Member staff are fully familiar with the JOC program. Training will include a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms. The training courses will include practical exercises that will be based on actual NJPA projects.

## **Job Order Development Services**

As part of the ezIQC program, The Gordian Group's account managers will perform all of the services necessary to develop Job Orders when requested by NJPA Members. The diagram below displays all of the steps involved in developing a Job Order.



A description of each step required to develop a Job Order is presented below:

- **Project Identification** When a project is identified, The Gordian Group will contact the Member and assist with determining whether the project is appropriate for JOC.
- Contractor Identification In the event there are multiple JOC contractors, we will identify the appropriate contractor for the project based on the type of work involved and the location of the project. We will monitor the performance of each JOC contractor within the JOC program.
- Joint Scope Meeting A Gordian representative will quickly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Develop Detailed Scope of Work –** We will then help the Member prepare a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- **Request for Price Proposal** After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian representative will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

- **Request Price Proposal** Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically multiply the unit price of the task x the required quantities x the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare any additional Member required information such as a construction schedule and a list of proposed local subcontractors.
- Price Proposal Review Then, a Gordian representative will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review the Member required information submitted by the JOC contractor. Then the Gordian representative will submit the Price Proposal and related documents to the Member for review.
- **Issue Job Order** Once the Member is 100% satisfied with the Price Proposal and any related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.
- **Construction Management** During construction, the Member will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order development services are currently standard for all projects procured by NJPA Members through the ezIQC program.

For the Gordian JOC Solution, which can be procured by NJPA Members via piggyback, Gordian will train the Members' project management staff to properly develop Job Orders by providing full-time, onsite support for the first 90 days after award of the first JOC contract. With the JOC Complete Solution and JOC Complete Solution Plus options, Gordian will perform the Job Order development services on all projects procured through a Members' JOC program.

## **Ongoing Program Support**

The Gordian Group will provide ongoing program support during the term of the contract. Specific technical assistance will include:

- JOC Program Updates
- ✓ Contract Implementation and Support
- ✓ Price Proposal Review Services
- ✓ Software Support and Maintenance

#### JOC Program Updates

During the term of the contract, The Gordian Group will provide continual updates for the NJPA JOC program as follows:

- Provide NJPA with updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of NJPA; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that NJPA retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of NJPA.
- Work closely with the project managers on existing contracts, to identify non-prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items.
- Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.

## **Contract Implementation and Support**

During the term of the contract, The Gordian Group will provide continuing contract implementation and support services as follows:

- Perform Job Order Development Services for the term of the contract when requested by NJPA Members purchasing through the ezIQC program.
- Conduct training sessions on an as needed basis for new NJPA and JOC contractor staff in the execution of JOC.
- Conduct periodic refresher training sessions for NJPA and Member staff in the execution of JOC.
- Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC.
- Assist NJPA in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.

The primary reason JOC programs developed and implemented by The Gordian Group are so successful is the ongoing support we provide to our clients.

# **Optional ezIQC Plus**

As an option for NJPA Members, The Gordian Group also offers our ezIQC Plus services. These services include all of the ezIQC Solution services described in this proposal, **plus we will provide project management services to manage individual projects for the Members from Job Order issuance to Job Order close-out**. Whether due to peak volumes, staff shortages, or new strategic staff directives, our ezIQC Plus services can provide on-site project management experts, using our proven methods, to carry out day-to-day oversight of the construction phase and relieve a Member's project workload burden. Our staff becomes the Member's staff. We will bring unparalleled expertise to work for you from the start to get your projects completed. ezIQC Plus services provided by The Gordian Group can be a cost effective and flexible project management solution for NJPA Members. The Gordian Group's standard project management services, which we will modify as necessary to fit the needs of each Member, are as follows:

- **Preconstruction** Conduct a pre-construction meeting with the JOC contractor, the Member's representative(s) and, if applicable, the architect or engineer. Coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties. Assist in the coordination of the JOC contractor obtaining the necessary permits.
- Site Visit Monitor the JOC contractor's work in-progress. Manage the JOC contractor's compliance with the approved safety plan. Complete a report for each site visit.
- **Communicate** Provide weekly construction status reports to the Member. Conduct project progress meetings with all JOC contractors and staff on a periodic basis. Coordinate any required technical and code inspections.
- **Change Orders** Analyze and process any changes to the work due to unforeseen conditions or Member changes to the Detailed Scope of Work in compliance with the Job Order Development procedures described in this proposal.
- **Approvals** Review and approve, or direct necessary revisions to, the JOC contractor's applications for payment. Obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** Enter all Job Order related information into the eGordian information management system. Collect any required asbuilts, warranties, etc., from the JOC contractor.

# **Gordian JOC Solutions Summary**

The Gordian Group offers 3 JOC solutions that vary in service level and support, and range from the client-managed solution, to our comprehensive solution that provides "cradle-to-grave" support for every JOC project. Each of these solutions can be made available to NJPA Members who elect to piggyback the NJPA contract to procure their own Gordian JOC solution. The following summarizes each of these available service options:

## Gordian JOC Solution

The Gordian JOC Solution is Gordian's legacy solution that has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. The Gordian JOC Solution is suited for



clients that have the in-house expertise necessary to develop Job Orders properly.

Through the Gordian JOC Solution, Gordian will provide all of the products and services described in this Section, except the Job Order development and construction management services. The following is a list of the services performed for the Gordian JOC Solution:

- Experienced Account Managers Gordian will provide experienced account managers that are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the client with any JOC related issues.
- Establish JOC Program Guidelines Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute the JOC program.
- **JOC Program Documents** Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog<sup>®</sup>.
- JOC Management Applications Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's webbased JOC System, which includes the eGordian<sup>®</sup> information management software and Construction Task Catalog<sup>®</sup>. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested.
- **Marketing** Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- Training Gordian will be responsible for developing and conducting a

comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.

• **On-going Support and Maintenance** –Gordian will be responsible for providing full-time, onsite assistance during the 90 day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to; unlimited toll-free eGordian<sup>®</sup> software support, access to all eGordian<sup>®</sup> software updates and additional functionality, updating for each new JOC construction contract the Construction Task Catalog<sup>®</sup>, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new Member and JOC contractor staff, and preparing customized forms and reports requested by the Member.

The Gordian JOC Solution can be made available to NJPA Members who elect to piggyback the contract between Gordian and NJPA to procure a JOC solution directly from Gordian.

## **JOC Complete Solution®**

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique,



comprehensive and high-performing "complete" JOC program. The JOC Complete Solution includes all of the products and services provided by the Gordian JOC Solution and, **in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order.** 

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

- **Project Identification** When a project is identified, Gordian's account managers will work with the Member and assist with determining whether the project is appropriate for JOC.
- **Contractor Identification** In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for

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the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.

- Joint Scope Meeting After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Develop Detailed Scope of Work –** Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- **Request for Price Proposal** After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- **Prepare the Price Proposal** Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.
- **Issue Job Order** Once the Member is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.
- Construction Management During construction, the Member will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order development services described above are currently included on all project procured by NJPA Members through the ezIQC program. This level of service

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can also be obtained by Members directly who elect to piggyback the contract between NJPA and Gordian to obtain an independent JOC Complete Solution for their own JOC program.

## JOC Complete Solution *Plus*<sup>™</sup>

Gordian can also provide our JOC Complete Solution *Plus*<sup>™</sup> services to NJPA Members either as a stand-alone solution, or as an optional service that can be added on to any of the JOC solutions described above and utilized on a



project-by-project basis. Utilizing our JOC Complete Solution Plus services option, which includes project management services, will allow Members to assigning projects to Gordian to manage from Job Order issuance to Job Order close-out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Solution *Plus* services can provide on-site project management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the Member's project workload burden. Our staff becomes the Member's staff. A detailed list of Gordian's standard project management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Pre** First, a Gordian project manager will conduct a pre-construction meeting with the Member representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- Site Visit During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** The Gordian project manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- Approvals The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** As the final step in the process, the Gordian project manager will enter all Job Order related information into the eGordian<sup>®</sup> information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

The JOC Complete Solution Plus project management services can be provided as an optional service level for the ezIQC program, described as ezIQC Plus in the previous section. Further, this service level can be procured directly from Gordian by piggybacking the contract between Gordian and NJPA.

# **Change Order Management System (COMS)**

In addition to the JOC solutions described in this section, Gordian proposes to include our comprehensive COMS solution as part of the contract between Gordian and NJPA. Gordian is the only firm in the nation that provides a

G&RDIAN COMS

comprehensive change order management system with single point responsibility for all of the products and services to manage change orders during capital construction projects. The COMS<sup>™</sup> solution is provided with in-house staff and includes the proprietary data, technology, processes and staff resources necessary to actively manage and control costly change orders. Using COMS, the need to negotiate change orders during construction is eliminated by setting unit prices at the beginning of the project. By simplifying the pricing process, the Member will reduce administrative effort and avoid the costly delays associated with processing change orders once a project has begun. Gordian's COMS solution is designed to enable owners to actively manage change order pricing by:

- Providing a predetermined, contractual basis for uniform change order pricing;
- Discouraging contractors from artificially reducing project bids while intending to benefit later from costly change orders;
- Reducing or eliminating the negotiation of change order pricing;
- Reducing project managers' costs associated with comparing contractors' proposed pricing to their own independently developed estimates;
- Greatly decreasing the likelihood of claims and disputes;
- Promoting teamwork with the contractor; and
- Supporting a fair, reasonable and equitable business relationship.

COMS combines service, software and Gordian's customized Construction Task Catalog<sup>®</sup> to help remove the uncertainty of negotiation, while keeping the project on schedule and ensuring owners are paying a fair price. Our highly detailed and up-to-date Construction Task Catalog contains unit prices for a wide variety of construction tasks, based on local prevailing wage rates, material and equipment costs. The cost of each change order is calculated using the preset unit price, multiplied by the quantity of the task. Processing change orders through Gordian's COMS solution is faster, more transparent, audit proof, and gives facility owners peace of mind that they are paying a fair and reasonable price. The following is a list of the services included with the COMS solution:

• Experienced Account Managers – Gordian's most valuable asset, first and foremost, is its people. Gordian will provide experienced account managers that are responsible for the implementation and support of the COMS program. This staff will report directly to the Member and assist with any change orders issued through the COMS program.

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- Construction Task Catalog Gordian will publish a customized Construction Task Catalog using only local prevailing wage rates, material and equipment costs based on the drawings and specifications for each project. Each task included in the Construction Task Catalog shall contain an accurate, customized description with an easily recognized unit of measure, and shall include a price to install the item and, if appropriate, a price to demolish the item. Each task may also have several modifiers which adjust the price for variations in materials or for quantity discounts. In addition, Gordian will develop the accompanying Technical Specifications which specify the quality of the workmanship and materials for the tasks set forth in the Construction Task Catalog.
- **COMS Program Guidelines** Gordian's account manager, in conjunction with the Member, will identify, develop and draft Execution Procedures for the preparation, submission and review of all change order requests. These procedures will be developed by incorporating Gordian's unique change order process with the Member's general operating procedures and organizational philosophies.
- **COMS Program Documents** Gordian will coordinate with the Member's legal and procurement departments to integrate the necessary contract language into the Member's standard bid documents and general conditions. Gordian will work directly with the Member to determine the appropriate method for incorporating COMS into the bid process. With COMS, the adjustment factor may be set by the Member and will not affect the low-bid evaluation and award process. Gordian shall assume the responsibility to fully coordinate all bid documents with the Member departments to ensure they are compliant with all Federal, State and local laws.
- **Pre-Bid Seminars** Gordian will attend pre-bid seminars and conduct proactive training sessions on the Member's new change order process including an overview of the Construction Task Catalog, eGordian application and incorporation of the anticipated change order value into the contractor's bid.
- COMS Management Applications Gordian will be responsible for providing a license for an unlimited number of users for the Member to access Gordian's web-based eGordian<sup>®</sup> information management software and Construction Task Catalog<sup>®</sup> for the purpose of managing change orders. eGordian will be capable of generating the necessary documents including the Notice of Change, Request for Change and Change Order forms required by the Member's general conditions.
- **Training** Gordian will be responsible for developing and conducting a comprehensive COMS training program for the awarded contractor, which will include specialized training for executing the change order process utilizing the eGordian information management application. In addition, Gordian will train the Member's Authorized Representatives to review change order requests and issue approvals.

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- Change Order Review The Gordian account manager will assist with reviewing the change orders to determine the contractor is proposing reasonable means and methods for performing the work, verify the correct tasks have been selected and verify that a task is not available in the Construction Task Catalog for each non-prepriced task included in the change order.
- **On-going Support** Gordian will be responsible for delivering on-site support to the Member and its contractors, monitoring the overall program and providing unlimited toll-free eGordian® software support.

The inclusion of COMS in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

# Maintenance, Repair and Operations (MRO)

Gordian now offers an option for owners seeking to impose price certainty and contract quality for MRO work, removing the need to negotiate each new project. Our program management expertise, construction

G&RDIAN MRO

maintenance and repair cost data and software platform allow tailored solutions to respond to a variety of needs from scheduled maintenance and emergency repairs to large scale renovations. Utilizing these assets, we have developed a process specifically designed to address MRO projects.

Gordian's proposed process, which substantially mirrors the same process detailed above for developing and implementing a JOC program, will streamline the procurement of these projects by eliminating multiple steps and reducing administrative burdens. Further, our maintenance, repair and operations process will provide competitively-bid pricing for all work performed, ensuring the Member is receiving the best price for work.



Gordian will follow a similar process as described on pages 9.2 – 9.23 for the MRO Solution for the program development, training and support tasks, but they will be specific to MRO. A summary of the proposed tasks completed by Gordian, and the process for executing MRO projects through our MRO Solution, is provided below:

- Establish MRO Program Guidelines Gordian will follow the process outlined above and conduct the activities necessary for establishing the structure of the Member's MRO program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute projects through the program (pages 9.2 – 9.3), providing comprehensive training programs for Member and MRO contractor staff (9.18 – 9.22), and providing procurement support for soliciting and awarding MRO contracts (pages 9.16 – 9.17).
- MRO Program Documents Gordian will be responsible for preparing the MRO program Contract and General Conditions, Bid Documents and Technical Specifications. Gordian will also follow the same process described on pages 9.4 – 9.7 to publish a customized Construction Task Catalog<sup>®</sup> that only includes maintenance and repair tasks appropriate for all types of MRO projects. Gordian's MRO Construction Task Catalog has been

developed exclusively for the MRO market, and will be provided to the Member in a searchable format within the MRO information management application.

- **MRO Contractor Procurement** Gordian will assist the Member with procuring competitively-bid, indefinite quantity/indefinite delivery contracts for MRO work.
- MRO Management Applications Gordian will enable Member users to utilize Gordian's web-based information management application ("IMA") to manage the MRO program. The IMA, as described on pages 9.8 – 9.15 will be capable of generating the MRO documents including contractor Price Proposals, Work Orders, and management reports and forms. Member users will be able to access the IMA platform from any computer or tablet with internet access. The Gordian Group will develop standard reports and forms for the Member to provide enhanced program monitoring capabilities.
- **Project Initiation** When an MRO Project is identified, a Member project manager will have access to the MRO program for expedited procurement and project execution.
- **Project Description** If the project is designated for the MRO program, the Member project manager will define the brief scope of work and indicate the level of priority afforded to the project. This information (brief scope and priority) will be generated for the contractor.
- Scope Meeting Then, a Member representative will contact the selected MRO contractor to set up the Scope Meeting at the project site for the contractor. The scoping process allows the MRO contractor to inspect the site before submitting a Price Proposal.
- **Price Proposal –** Once the MRO contractor has a complete understanding of the project, he/she will prepare the Scope of Work and Price Proposal from within the IMA.
- **Price Proposal Review** Once the MRO contractor submits the Scope of Work and Price Proposal, the Member representative will review it to ensure the appropriate tasks and quantities were selected, and request any required changes from the MRO contractor.
- **Proposal Acceptance** Once the Member is satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Member project manager simply issues a Notice to Proceed to the MRO contractor through IMA.
- Maintenance, Repairs and Operations Management During execution of the job, the Member will follow its standard internal policies and procedures for maintenance, repairs and operations management and site inspections. When unforeseen conditions arise or the Member desires to change the Scope of Work, a supplemental Work Order would be developed in the same manner as the original Work Order. With our MRO system, these changes to the work are pre-priced.

• Additional Support - In addition to the proposed process outlined above, Gordian will develop tracking reports for each Member project manager so that they are able to track the progress of each project underway, the time to completion, and identify any delayed or priority projects that require immediate attention. By executing MRO projects through this framework, the Member will be able to complete more projects in less time, and at a reduced cost compared with most procurement approaches that do not establish preset pricing at the time of contract award.

The inclusion of the MRO Solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

Following the steps outlined for the ezIQC program described above, Gordian is also capable of implementing a network of MRO contracts that can be accessed by NJPA Members in a similar manner to the current ezIQC program. Locations for MRO contract solicitations would be mutually agreed upon by Gordian and NJPA, and NJPA would be under no obligation to implement a cooperative MRO program. Under the MRO Solution offered above, NJPA Members would self-perform the project management tasks associated with executing MRO projects through the MRO cooperative program.

# **MRO Complete Solution**

In addition to all of the products and services provided through the client-managed MRO Solution described above, The Gordian Group also offers the MRO Complete Solution, providing "cradle-to-grave" support for all MRO projects. With the MRO Complete Solution, The Gordian Group's project managers will perform the tasks described below should the Member elect to have Gordian manage each MRO project from identification to closeout.



- **Project Initiation** When an MRO Project is identified, a Gordian project manager will enter the project information into the MRO system.
- **Project Description** The Gordian project manager, working with a Member representative, will define the brief scope of work and indicate the level of priority afforded to the project. This information (brief scope and priority) will be generated for the MRO contractor.

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- **Scope Meeting** The Gordian project manager will contact the selected MRO contractor to set up the Scope Meeting at the project site for the contractor. The scoping process allows the MRO contractor to inspect the site before submitting a Price Proposal.
- **Price Proposal** Once the MRO contractor has a complete understanding of the project, he/she will prepare the Scope of Work and Price Proposal from within the IMA.
- **Price Proposal Review** Once the MRO contractor submits the Scope of Work and Price Proposal, the Gordian project manager will review it to ensure the appropriate tasks and quantities were selected, and request any required changes from the MRO contractor.
- **Proposal Acceptance** Once the Member is satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Gordian project manager will facilitate the issuance of a Notice to Proceed to the MRO contractor through the IMA.
- Maintenance, Repairs and Operations Management During execution of the job, the Gordian project manager will follow the Member's internal policies and procedures for site inspections and closeout. When unforeseen conditions arise or the Member desires to change the Scope of Work, a supplemental Work Order would be developed in the same manner as the original Work Order. With our MRO system, these changes to the work are pre-priced. Upon completion and acceptance of the work by the Member, the Gordian project manager will enter all necessary information into the IMA to close the Work Order.

The inclusion of our MRO Complete Solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

Following the steps outlined for the ezIQC program described above, Gordian is also capable of implementing a network of MRO contracts that can be accessed by NJPA Members in a similar manner to the current ezIQC program. Locations for MRO contract solicitations would be mutually agreed upon by Gordian and NJPA, and NJPA would be under no obligation to implement a cooperative MRO program. Under the MRO Complete Solution described above, Gordian would perform the project management tasks described above when MRO projects are procured by NJPA Members through the MRO cooperative program.



# Sightlines<sup>®</sup> Products

The Gordian Group's newest line of products and services are provided under the Sightlines<sup>®</sup> brand, and represent Value Added Attributes that complement and improve on the indefinite quantity construction contracting systems proposed herein. Gordian's Sightlines Products will enable NJPA Members to catalog and assess their facilities assets, develop a comprehensive list of facilities deficiencies, prioritize projects lists, establish facilities maintenance goals, address backlogs and chart an institutions progress on defined capital planning and asset management goals. In combination with Gordian's ID/IQ construction contracting systems, Sightlines Products will enable NJPA members to holistically manage their existing facilities needs by providing a comprehensive process to: 1) identify and prioritize the work that needs to be done; 2) use quantitative analysis to develop a multi-year plan for addressing the work and prioritizing projects; 3) procure contractors to accomplish the work through on-call, competitively-bid construction contracts with preset pricing; 4) manage the construction in-progress; 5) analyze their progress and benchmark the value of their facilities relative to established peer groups; and 5) develop a long-term capital plan that balances funding with anticipated project costs.



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building portfolio solutions

The process of evaluating the need for capital renewal and deferred maintenance mitigation often starts with the completion of a facilities assessment. The benefit of such a report is not necessarily only comprehensive data, but its ability to secure funding and support ongoing facilities improvement.

Our Building Portfolio Solutions, much like a traditional facilities condition assessment, will:

- Develop a comprehensive list of facilities deficiencies,
- Include cost estimates for repair or replacement.
- Make recommendations to sustain a building at a specific FCI value,
- Prioritize projects by system to avoid future failures.

Beyond this traditional scope of work, these solutions will assist the institution in:

- Coordinating repairs, modernization, alteration, and new space needs to optimize finite capital dollars,
- Recommending plans to remediate deficiencies,
- Working with leadership to develop an attainable investment plan that integrates mission, operations and financial capacity,

• Performing annual updates to track progress towards developed goals.

Most importantly, this process will engage NJPA Members to provide short-, mid-, and long-term solutions, which ultimately lead to increased capital efficiency and reduced operational demand.

Across all public institutions, capital budgets remain below pre-recession levels. If the current trends hold, funding will likely remain below historical investment levels for some time. Since there is never a lack of need, it is essential to align resources by having an affordable multi-year investment plan that supports the Member's mission and mitigates risk. In this context, a successful planning process will be:

- **Inclusive:** Each of the diverse constituencies within the institution needs to be committed to a planning process and believe in its direction.
- **Credible:** With comprehensiveness of identification and integration with the Member's planning efforts the facilities integrated plan must be designed to attain a high degree of credibility.
- **Flexible:** Times change and priorities will be modified, therefore the facilities financial plan must retain flexibility to evolve and meet the current needs.
- **Affordable:** Any plan that is not cognizant of the finite availability of institutional resources will fail. Gordian prides itself on understanding the Member's financial pressures and customizing solutions that are financially realistic and operationally sound.
- **Sustainable:** A planning tool is not effective if it is not incorporated within the management tools of the organization. Having implemented such tools for hundreds of institutions, Gordian has the experience and knowledge to assure success of systems implementation over the long term.

To accomplish these objectives, institutions often elect to perform a facilities condition assessment or FCA. These studies provide a list of building deficiencies; however, traditional facilities conditions assessments fall short in several key areas.

- They seldom involve trades staff to get the operators perspective on sequencing and priority
- They do not tie to institutional mission,
- They do not create plans that tie to the funding history and capacity of the institution.

As a result of these shortcomings, most traditional facilities assessments do present a list of facilities needs, but they are often not successful in create constituency and securing funding.

Our Building Portfolio Solutions do more than become a set of reference materials on a shelf. The process starts with a comprehensive identification of facilities needs. With this foundation of information, Gordian works with your team to integrate facilities needs with your goals and develop an investment plan that makes sense. Our clearly defined processes will guide Members in identifying, selecting, approving,

and executing project investments. We differentiate repairs from modernization and alteration projects. Gordian aligns investments to complement Member goals. Finally, we align investment needs to financial capacity and clearly explain the rationale for project deferral through an explanation that focuses on sequencing and timing of investments rather than selecting "winners and losers" of funding. The result is an assessment that not only catalogues needs, but enhances the program to move the Member forward in accomplishing the work at hand.

#### **Services Overview**

Gordian has developed a series of tools that will assist Member institutions in defining a multi-year project investment plan instead of simply "picking projects." The process is designed to reflect the concepts of financial investment and portfolio

management. It engages senior leadership to set investment directions rather than making specific decisions on projects. This strategic focus on investment directions allows the decision makers to target investments that reflect the Member's goals and assigns project selection responsibility to the operational managers best equipped to make those judgments. These are the same people that may ultimately utilize indefinite Gordian's quantity construction contracting systems to accomplish the identified project needs.



Building Portfolio Solutions help you change the conversation, and make better investment decisions. Unlike traditional facilities assessments that encourage disjointed project selection, our process builds transparency and constituency by engaging facilities operators and reconciling to institutional mission and finance. A focus on defined outcomes and total Member engagement enhances the value of capital dollars through smarter appropriations.

As with any capital planning service, the exercise begins with a direct technical assessment or building inspection process to generate a list of component conditions and deficiencies. Even though Gordian's professionals conduct these assessments regularly, our Building Portfolio Solutions can also be initiated using third-party FCA data or even an internal assessment. Should the Member elect to have Gordian utilize pre-existing facilities data in lieu of have Gordian professionals perform a direct assessment of the institution's facilities, this option is available at a reduced cost to the Member as explained in the pricing section below.

Gordian's Building Portfolio Solutions optimize your limited resources by integrating facilities operations, institutional mission and finance. To this end, the technical assessment is followed by four steps designed to assure comprehensiveness of data and successful capital planning:

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**Step 1** — **Integrate Capital Needs.** The technical assessment, if required, is supplemented with other existing studies, master plans, and modernization needs. Interviews with facilities staff and supervisors allow the integration of initiatives to reduce the overall capital needs.

**Step 2** — **Create Building Portfolios.** "Not all buildings are created equal." Developing building portfolios allows the formation of unique investment strategies that tie to institutional strategy.

**Step 3** — **Develop Multi-year Capital Plan.** With portfolios in place, Gordian supports resource allocation and the creation of a capital investment plan. With an understanding of historical spending profiles, we are able to create outcome based strategies that balance asset preservation with program adaptation.

**Step 4** — **Project Selection.** Project selection is a combination of art and science. Gordian's Building Portfolio Solutions allow for both. Investment strategies that tie technical issues to mission and finance reduce the number of politically motivated decisions and allow facilities leaders to create constituency and manage change.

Capital planning should not be a one-time exercise. Our Building Portfolio Solutions are designed to be updated regularly, and to maintain a live database so you can engage senior leadership, while tracking performance and building credibility for future appropriations.



## The Technical Assessment and Step 1: Integration of Capital Needs

The key to defining a successful facility investment plan is the comprehensive understanding of all major project needs. This understanding enables informed decisions that articulate the rationale for projects that are approved and for those projects "chosen" to be deferred. We have found that often the greatest mistake in capital planning is the lack of a reasonable documentation of needs or far too much documentation of items large and small. Both extremes of information tend to "freeze" the decision process and, as a result, the selection of projects is likely to become "event based," an approach that segregates rather than coordinates modernization, renewal, and new construction. Ultimately, this "event based" approach lacks credibility and results in far greater cost.

Comprehensive project identification is the cornerstone of the Building Portfolio process. To capture programmatic and mission specific initiatives, identified projects will be integrated with the Member's master plans, infrastructure plans, completed work, other program plans and new construction goals into a common database of needs. This platform provides the foundation for effective facility investment planning.

#### Phase 1: Review of Existing Materials

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The first step of the BPS is the collection of pre-existing facilities data, including your FCA data. Most, if not all, Members already possess a wealth of information that can serve as a basis for initial project list generation and background knowledge for each building. As part of the initial step, Gordian will:

- Collect building drawings, previously completed assessments, and projects lists,
- Convert reports into an initial project database,
- Codify each project as specified by the Member (the standard system identification is detailed in the sidebar on the next page),
- Assign consistent pricing and priority,
- Assess strengths and weaknesses of compiled database to determine if additional building inspections are needed.

This stage will require minimal participation in the form of data collection on the part of institutional personnel. Gordian will be responsible for all data review and incorporation throughout this phase.

Once all projects are consolidated in a single platform, common codification and classification will be applied to differentiate the Member's most important facilities needs.

Gordian uses the following codification scheme to categorize projects within major building systems:

- **Cooling:** Building Distribution, Campus Distribution, Generation
- **Electrical:** Building Distribution, Campus Distribution, Fixtures/Lighting, Generation, Secondary Services, Specialties
- **Exterior Shell:** Arch. Features, Exterior Painting, Gutters & Leaders, Opening, Roof, Structural
- **Grounds:** Athletic Fields, Bodies of Water, Drainage/Storm Water, Exterior Safety/Code, Exterior Signage, Fences & Gates, Furnishings, Masonry Structures, Plant Material, Roads & Paths
- **Heating:** Building Distribution, Campus Distribution, Fuel Supply & Management, Generation
- **HVAC:** Air Handling, Building Distribution, Controls, Ductwork, End Use HVAC, Generation, Ventilation, Ceilings
- Interior Shell: Doors, Floors, Furnishings and Finishes, Interior Signage, Renovation, Walls
- **Mechanical:** Kitchen Equipment, Pumps/Motors, Specialty Equipment, Vertical Systems

- **Plumbing:** Bathroom Renovations, DHW Generation, Fixtures & Fittings, Primary Service, Pumps/Motors, Specialty Equipment, Supply Piping, Waste Piping
- **Safety/Code:** Abatement, Accessibility, Fire Alarm/Detection, Fire Protection/Egress, Security Systems, Seismic

By arraying projects within the categories below, Gordian is able to effectively articulate facilities needs to leadership and begin to build a constituency for action. Among the most important projects classifications are:

**Project Category.** The classification of a project as a repair, modernization, or alteration helps to differentiate between a "want" versus a "need." Common examples would be the addition of an elevator in a building or the upgrade from a 2 pipe heating system to a 4 pipe heating and cooling system. By defining these as modernization issues instead of corrections to existing systems (repairs) the distinction between a "need" and a "want" is accomplished.

**Project Package.** The technical assessment will assign each project to a building or architectural system (HVAC, plumbing, electrical, etc.). During the inventory process, Sightlines assigns each project to a broader project package. By initiating planning at a higher level, potential for project integration (i.e. completing window replacements at the same time as building repointing) will create efficiencies among projects that previously would have been isolated from each other. Typical packages are Building Envelope, Building System, Infrastructure, Space Renewal, and Safety/Code.

**Timeframe.** Although it is important to understand the relative priority of work, we have learned that the sequencing of work is more important to aligning financing to project execution. Since financial officers plan for current and future budgetary constraints, we recommend that each project is assigned a timeframe for action according to when the project should be addressed based on age, condition, and need - A is within 3 years, B is 4 to 7 years, and C is 8 to 10 years. This timeframe is separate and distinct from technical priority or remaining useful life. Whereas technical priority is only an assessment of the function of the asset, timeframe takes program need, facilities staff input, and project integration into account.

#### Phase 2: Building Walk-Throughs

Pending the inventory of existing materials, and if requested by the Member, Gordian professionals will inventory building components and perform a visual inspection in order to assess conditions and remaining useful life of components within the selected facilities.

Gordian professionals will conduct all building walk-throughs. School staff may be required for access, security, and locating components as needed. As mentioned previously, Members will have the option to select the direct assessment of facilities by Gordian professionals, or the use of existing data.

#### Phase 3: Supervisor Interviews

To harness the vast amount of latent knowledge held by the Member's supervision and trades staff, Gordian will conduct interviews with facilities managers and other knowledgeable individuals. Gordian feels that this step is often the most valuable as it
assures data consistency and validity as well as incorporates the input of those who have years of experience within the Member's facilities. Specifically, these meetings help to:

- Define the relative condition, timeframe and cost for projects,
- Confirm that identified projects recommendations are consistent with operational directions,
- Validate Gordian's project identification and cost estimation and reconcile with local contracting environment, and
- Obtain operator input regarding the necessary repairs and sequencing.

Supervisor interviews are an iterative process requiring equal involvement of Member and Gordian staff. The time commitment required of Member staff can vary, ranging from a couple hours to a few days.

#### Step 2: Creating Building Portfolios

For a CFO or a Trustee, it is difficult to plan based on a technical evaluation. It is important to classify each project in a codification scheme that expresses "why" one would do a certain project, not simply "what" needs to be done. Gordian uses the concepts of Building Portfolios and Investment Criteria to tie facilities projects to mission of the institution and define a rationale for project funding. The portfolio process and segmentation of the database is what sets Gordian's Building Portfolio Solutions apart from other assessments.



Building Portfolios group buildings as a portfolio of assets, the structure of which can be strategic, functional, programmatic, geographic, or any combination of these attributes or a multitude of others. The best Building Portfolio plan tends to reflect the Member's priorities and aspirations. Since resources are seldom adequate to meet the needs of the project inventory, we use the Building Portfolios to define areas of emphasis and distribute funding across the Member's facilities with a rationale for sequencing investments, rather than reactive requirements. With the guidance from Member leadership, a plan often evolves which emphasizes greater relative



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investment to one portfolio over another, a plan that is a reflection of the Member's goals and objectives. This approach to setting priorities for resource allocation does not suggest that one project is less important than another on an individual basis but rather another project's "turn" will come further down the road.

It is one thing to understand the detailed composition of the identified facilities needs. However, it is even more valuable to understand why a particular project is of higher importance/urgency than another. To provide this guidance, Gordian uses Investment Criteria to help decision makers understand the importance or impact of a project. Each project is assigned to one of five Investment Criteria: Reliability, Asset Preservation, Safety/Code, Program Improvement, and Economic Opportunity.

Specifically:

**Reliability:** Issues of imminent failure or compromise to the system that may result in an interruption to ongoing

operations or use of space.

#### **Asset Preservation:**

Projects that preserve or enhance the integrity of building systems or building structure. or campus infrastructure.

#### Safety/Code:

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Code compliance issues institutional and safety priorities or items that are not in conformance with current codes, even though svstem the is "grandfathered" and exempt from current code.



Program Improvement: Projects that improve the functionality of space, primarily driven by departmental use and budget allocations.

Economic Opportunity: Projects that result in a reduction of annual operating costs or capital savings.

#### Step 3: Develop a Multi-Year Capital Plan

Gordian's Building Portfolio Solution starts rather than ends with the traditional deferred maintenance assessment. The art in the effective facility planning process is in defining a plan that is credible, affordable and actionable. To accomplish this, Gordian engages Member leadership to explain how the backlog came to exist, tie project needs to mission and investment drivers, and develop multi-year funding plans based on mission driven outcomes for specific groups of buildings.

Since all public agencies are limited by both financial and personnel resources, facilities should not be perfectly maintained and backlogs should exist. The key is to define the backlog threshold that effectively manages facility risk.





The first step in backlog phase-out planning is to understand the cause, not just the symptom of why a backlog exists. Gordian is not only able to communicate the size of the need, but we are able to explain how this need came to exist. An analysis of historical annual stewardship, capital investment, and maintenance deferral will help to define an effective program — a program that slows the rate of backlog accumulation and catches up on the historic backlog of needs. Without this focus, the institution will quickly erode gains made by capital infusions.

For context, benchmarking the capital investment history for peer institutions is often instructive as to how other institutions have either improved or deteriorated their position on capital needs. The flexibility in peer group selection allows for comparison to a range of institutions across the full geographic spectrum of the United States. Selecting comparisons based on the Member's mission, location, backlog profile and annual investment will likely provide perspective as to the long term profile objectives you may wish to adopt.



#### Growth in Backlog of Existing Space



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In combination, we find that the grouping of projects within the categories outlined above is quite instructional in defining investment priorities. The most important contribution of this analysis is that the need can be communicated to and understood by all constituents at the institution. By tying the raw project data to mission and objectives, one can effectively make the case for facilities funding.

At this point, the temptation is to begin picking projects to build a capital plan from the bottom up. However, this approach tends to skew institutional priorities rather than to clarify them. Senior officers should set policy directions and outcome expectations rather than advocating for specific projects – a process that generally favors space and program driven projects rather than asset preservation or reliability.

In Gordian's Building Portfolio process, the question becomes "what is the outcome?" When this question is asked for each Building Portfolio, we establish an investment strategy for each group of buildings. If portfolios are properly defined and projects are properly catalogued by investment criteria, the answer will reflect a balance between institutional mission and physical plant needs.

Gordian uses Net Asset Value (NAV) as one tool to help define outcomes by portfolio. The NAV is calculated by the replacement value less the total project need for the building divided by the replacement value. Now equipped with NAV data by portfolio (and by building), Gordian can work with the Member's senior leadership to establish acceptable condition levels by portfolio.



# Net Asset Value

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Remember that not all buildings are created equal. Is there a group of buildings that should receive a higher standard of care? Perhaps there are recent investments to preserve or programs that should be supported. On the other

# side, perhaps there are buildings that are deemed transitional that should not receive funding. Using the NAV or FCI as a guide, portfolio specific goals should be set in order to begin informed budgeting.

As an example, the Building Portfolio, Timeframe, and Investment Criteria are organized in a form to facilitate decision making. The following is one example of this form to aid a university client in setting investment priorities so that the process can move to the project selection phase.

|                         | Timeframe    |            |             |            |             |            |             |             |      |      |    |            |
|-------------------------|--------------|------------|-------------|------------|-------------|------------|-------------|-------------|------|------|----|------------|
| Portfolio /             | Α            |            | В           |            | С           |            |             |             |      |      |    |            |
| Investment Criteria     | Within 3 yrs |            | 4 to 7 yrs. |            | 7 to 10 yrs |            | Grand Total |             | % Fu | nded | Fu | nding Plan |
| Academic (Non-Research) | \$           | 57,803,000 | \$2         | 24,022,000 | \$          | 14,924,000 | \$          | 96,749,000  |      |      | \$ | 51,725,000 |
| Reliability             | \$           | 3,150,000  |             |            |             |            | \$          | 3,150,000   |      | 100% | \$ | 3,150,000  |
| Asset Preservation      | \$           | 29,393,000 | \$          | 10,344,000 | \$          | 4,439,000  | \$          | 44,176,000  |      | 67%  | \$ | 29,393,000 |
| Economic Operations     | \$           | 8,622,000  | \$          | 4,512,000  | \$          | 1,580,000  | \$          | 14,714,000  |      | 59%  | \$ | 8,622,000  |
| Safety/Code             | \$           | 6,560,000  | \$          | 4,006,000  | \$          | 383,000    | \$          | 10,949,000  |      | 60%  | \$ | 6,560,000  |
| Program Improvement     | \$           | 10,078,000 | \$          | 5,160,000  | \$          | 8,522,000  | \$          | 23,760,000  |      | 17%  | \$ | 4,000,000  |
| Academic (Research)     | \$           | 82,226,000 | \$          | 7,822,000  | \$          | 12,310,000 | \$          | 102,358,000 |      |      | \$ | 57,897,000 |
| Reliability             | \$           | 13,238,000 |             |            |             |            | \$          | 13,238,000  |      | 100% | \$ | 13,238,000 |
| Asset Preservation      | \$           | 38,430,000 | \$          | 4,845,000  | \$          | 10,180,000 | \$          | 53,455,000  |      | 72%  | \$ | 38,430,000 |
| Economic Operations     | \$           | 5,179,000  | \$          | 36,000     | \$          | 44,000     | \$          | 5,259,000   |      | 98%  | \$ | 5,179,000  |
| Safety/Code             | \$           | 15,074,000 | \$          | 969,000    | \$          | 118,000    | \$          | 16,161,000  |      | 2%   | \$ | 400,000    |
| Program Improvement     | \$           | 10,305,000 | \$          | 1,972,000  | \$          | 1,968,000  | \$          | 14,245,000  |      | 5%   | \$ | 650,000    |
| Admin/Support           | \$           | 12,836,000 | \$          | 6,043,000  | \$          | 3,475,000  | \$          | 22,354,000  |      |      | \$ | 3,818,000  |
| Reliability             | \$           | 2,262,000  |             |            |             |            | \$          | 2,262,000   |      | 100% | \$ | 2,262,000  |
| Asset Preservation      | \$           | 7,378,000  | \$          | 2,870,000  | \$          | 2,527,000  | \$          | 12,775,000  |      | 1%   | \$ | 150,000    |
| Economic Operations     | \$           | 1,366,000  | \$          | 596,000    |             |            | \$          | 1,962,000   |      | 70%  | \$ | 1,366,000  |
| Safety/Code             | \$           | 919,000    | \$          | 2,039,000  | \$          | 46,000     | \$          | 3,004,000   |      | 0%   | \$ | 15,000     |
| Program Improvement     | \$           | 911,000    | \$          | 538,000    | \$          | 902,000    | \$          | 2,351,000   |      | 1%   | \$ | 25,000     |
| Athletic                | \$           | 18,325,000 | \$·         | 16,990,000 | \$          | 4,136,000  | \$          | 39,451,000  |      |      | \$ | 6,904,000  |
| Reliability             | \$           | 3,534,000  |             |            |             |            | \$          | 3,534,000   |      | 100% | \$ | 3,534,000  |
| Asset Preservation      | \$           | 3,354,000  | \$          | 3,962,000  | \$          | 775,000    | \$          | 8,091,000   |      | 5%   | \$ | 400,000    |
| Economic Operations     | \$           | 1,745,000  | \$          | 1,198,000  |             |            | \$          | 2,943,000   |      | 59%  | \$ | 1,745,000  |
| Safety/Code             | \$           | 550,000    | \$          | 957,000    | \$          | 918,000    | \$          | 2,425,000   |      | 14%  | \$ | 350,000    |
| Program Improvement     | \$           | 9,142,000  | \$          | 10,873,000 | \$          | 2,443,000  | \$          | 22,458,000  |      | 4%   | \$ | 875,000    |

#### **Step 4: Project Selection**

Now that an investment plan by Portfolio has been established, we can begin the process of deciding which projects to accomplish and in what sequence. This is an iterative process guided by the multiyear plan. We understand that annually priorities shift and that the project selection may vary as a result of the evolving issues. Nonetheless, the annual plans should adjust to remain consistent to established multiyear outcomes set by portfolio.

Project selection is a combination of art and science. Technical issues of priority and reliability dictate the science. Program, funding and the political environment dictate the art.

Gordian navigates this balance by its use of the investment criteria. Using this classification as a guide, projects of similar type compete against each other for funding. For example, program driven projects do not compete against Reliability or Asset Preservation. In most cases the highest priority issues and the lowest priority issues are easily identified. Therefore, our process then shifts to the selection of projects in the middle or "grey" area. Gordian will work with the institution to assign a custom scoring methodology to rank projects. This effectively breaks ties for the midrange priorities. An individual project score can range from 1 to 45. These scores are

based on the overall need of the building, the importance of investment criteria and timeframe and can be customized to fit specific needs of each Member. For example, at an institution that wishes to stress fire protection and ADA compliance, Safety/Code projects can be given a higher score relative to others. A sample scoring scheme is shown here.



### Deliverables

Gordian's deliverables are designed to effectively communicate findings to build constituency in the Member's constituents and integrate with existing management systems. The results of the study are segmented between communication and physical deliverables.

#### Communication

Gordian will conduct two presentations of the Building Portfolio Solution onsite. The first will be a preliminary session given to those who participated in the effort to validate findings and identify questions with data collection and/or analysis. The second is a final presentation given to senior staff or the appropriate audience at the Member institution. Each presentation will:

- Provide context of historical funding levels and detail how the backlog came to exist,
- Give a summary level overview of facilities needs highlighting key strategic issues, and
- Summarize Gordian's recommendation for a facilities reinvestment plan that ties to mission and available funding.

### **Physical Deliverables**

Written deliverables will include a facilities project list to be supplied in Excel format for easy manipulation and update. For each building, reporting will include:

- A list of observed deficiencies categorized as instructed by the institution with estimated costs,
- Projects will be itemized by system and timeframe sequence,
- Estimated replacement value and NAV,
- Energy conservation projects with cost estimates (as discussed in person, payback will be estimated)
- A recommended ten year project plan by investment criteria that ties to mission, operations, and finance.

Sightlines can customize this Excel file for convenience upload into your CMMS or project management system.

#### Project Schedule

The project team will provide broad experience in conducting facilities assessments and capital plans at colleges and universities. All Building Portfolio Solutions conducted by Gordian have executive and project oversight functions. The executive assigned has the responsibility for reviewing findings and aiding in the interpretation and development of financial plans for the Member. The project management team is responsible for being the main point of contact between the Member and Gordian. They coordinate work to be conducted on-site as well as assure that projects are executed according to the proper standards and schedules. The data support and execution team will be the most visible on-site as they will be conducting data collection, building inspections, and leading supervisor meetings.

Most Building Portfolio Solution engagements are completed on a 20 week schedule. A sample timeframe is shown below and will be refined upon project acceptance. This schedule also highlights interaction and contributions required by Member facilities staff (marked with an asterisk \*).

| Equipment/Product/Services, | Pricing | and | Delivery |
|-----------------------------|---------|-----|----------|
|                             |         | aa  | 201101   |

| Week #      | Component  | Onsite/Offsit<br>e  |
|-------------|--|---------------------|
| 3 week hold | Pre-Weeks, Kick-Off Presentation                             | Offsite             |
| 1           | Building Walk-Throughs*                                      | Onsite              |
| 2-4         | Data Processing  | Offsite             |
| 5           | Supervisor Interviews*                                       | Onsite              |
| 6-7         | Data Processing  | Offsite             |
| 8           | Qualification Presentation(s)*                               | Onsite              |
| 9           | FLEX WEEK  |                     |
| 10-11       | Data Revisions   | Offsite             |
| 12          | Qualification Presentation 2/Development of Bldg Portfolios* | <sup>·</sup> Onsite |
| 13          | Data Cleanup/Development of Bldg. Portfolios                 | Offsite             |
| 14          | FLEX WEEK  |                     |
| 15          | Data Cleanup/Development of Bldg. Portfolios                 | Offsite             |
| 16          | Preliminary Presentation*                                    | Onsite              |
| 17          | Data Refinement  | Offsite             |
| 18          | FLEX WEEK  |                     |
| 19          | Final Presentation*  | Onsite              |
| 20          | Follow Up  | Offsite             |



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#### **Optional Step: Annual Update and Backlog Tracking**

Since no public agency can ever fully fund the capital investment identified by this analysis, the best measure of a program's success is the approval of the second, third, or later requests for funding. Credibility grows when all Member constituents agree that the program goals are attained and promises kept. With credibility comes constituent support. With constituent support, funding continues. Key to building this credibility is the ability to measure performance, illustrate success, and demonstrate how actions are taken to manage changing priorities. Gordian's approach to performance measurement is multi-faceted and includes the following:

- The documentation of projects completed since plan approval
- The further selection of projects which results from a subsequent year in the multi-year plan
- The document of improved stewardship investment to preserve assets once renewed
- Operational improvements that result from proper project targeting
- Targeting projects that realize operational savings that can fund further stewardship investments
- Improvement in constituent satisfaction

As part of both the initial plan development and the annual update, Gordian will identify areas where the project identification may need to be strengthened. In many cases, the Member has a few options: they can have Gordian provide the additional support to improve the project selection; they may wish to do the work themselves; or they may want to retain a third party. We recommend that the selected option follows the project inventory codification structure and process that we outline in the Building Portfolio.

Gordian suggests an annual update process that independently confirms performance and demonstrates progress towards the attainment of goals. An additional benefit of this annual support is the discipline to quantify performance to the multiyear plan, to assure rigor in the project selection process, and to add value through discussions with professionals that bring an added perspective from actions at other peer institutions. If the Member chooses, ongoing annual support would include:

- Annual documentation of projects completed, their cost, and impact to the phase out plan
- Measurement of performance to defined targets and report progress
- Documenting and updating the project inventory for any "new" projects
- Support of the annual project selection process
- Amendment of the multi-year project plan

- Creation of an annual program document
- Trustee quality presentation

Since the annual support beyond Year 1 of the Building Portfolio Solutions service does not require the same initial assessment, it can be procured at a lesser cost than the initial service provided in Year 1. See the pricing section for additional information.

The inclusion of Gordian's Building Portfolio Solutions in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.



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ROPA+ is the newly developed, cuttingedge planning model that helps institutions enhance their strategic decision making around facilities planning and investments. The new ROPA+ model, which improves upon the original Sightlines ROPA process, is a three-phase process that includes analyzing data, identifying trends and benchmarking to peers.

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#### **Phase One: Discovery**

Discovery is Gordian's annual data collection and analysis process. We utilize a common vocabulary to take the discussion from the boiler room to the board room, accurate data collection, and apples-to-apples comparisons of peer data.

- Annual Membership to our Sightlines web-portal includes unlimited access for five users and member support.
  - Access to historical data 0
  - Customized peer benchmarking 0
  - Member-only educational offerings 0
- Gordian's QVQ Process for the collection and validation of facilities data
  - Five years of data collection in the areas of Annual Stewardship, 0 Asset Reinvestment, and Operations Effectiveness
  - **Customer Service Evaluation** 0
  - Data qualification meeting 0
  - Two presentations preliminary and final

### Phase Two: Discovery + Prediction

Phase Two of **ROPA+** includes an annual update of our Discovery process as well as tools to predict future capital requirements and to create custom operational targets.

- **Discovery Process Annual Update** 
  - Membership in our Sightlines web-portal 0
  - QVQ Process for single year of facilities data in the areas of Annual 0 Stewardship, Asset Reinvestment, and Operations Effectiveness
  - Customer Service Evaluation 0
  - Data Qualification Meeting 0

- Tools that:
  - Predict capital investment needs based upon providing life cycle needs added to project backlog demands. Together this presents a profile of investment needs, the alignment of these needs to funding, and, therefore, the facility risk factors. Managing/mitigating these risk factors is a significant outcome of the capital prediction models.
  - Identify financial and operational opportunities that release savings to reallocate resources to stewardship, planned maintenance or other priorities.
- Final presentation of findings

#### Phase Three: Discovery + Prediction + Performance

Adding the Performance Measurement in Phase Three provides a means of measuring progress towards defined targets and rebalancing the plan.

- Annual Update of Discovery Process as outlined in Phase Two
- Update of predictive tools as outlined in Phase Two
- Review progress towards goals and identify factors influencing deviation
- Rebalancing the facility strategic plan to revise goals and objectives as needed.
- Final presentation of findings

#### Sightlines' Member Portal

#### It's time to get more from your data.

For more than a decade, the Sightlines Member Portal has put our members' facilities data at their fingertips. Now, drawing on input from institutions across the country, we've developed new and improved tools and features to give decision-makers richer, more actionable insight on their facilities. With the powerful new Member Portal, all Sightlines members get more from the tools and resources they depend on.



Documents

Campus

ROPA+

**Campus** Profile

Total Project S

11.00

8.80

6.60 \$/6SF

4.40

2.2

2006

2007 2008

2009 2010 2010 2011 Fiscal Year

d. Env/Mech d. Sp/Prog

Hi, ROPA+ User -

♥ 2013 ♥

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Support

2012

2013 2014 2015



Connecting with the Gordian team is effortless with the Member Portal. Get in touch with us and share any of your information online. Plus, stay informed with live notifications of updates to your data.

### **ROPA+** Members Get Even More From the Member Portal

#### More Foresight

ROPA+ empowers you to make informed plans for the years ahead. Leverage powerful predictive analytics to anticipate facilities' lifecycles, generate granular lifecycle benchmarks, and accurately track performance.

### **More Control**

Get the right insight, right now. Customize your benchmarks from any field in our extensive database of facilities metrics, with data drawn from over 350 institutions, representing 1.2 billion gross square feet.

#### More Data

Go deeper for an even more detailed story, drilling down into highly granular datasets and measuring progress toward key goals with rich year-to-year data.

### **Typical Schedule**

Below is a typical schedule for the initial year of our ROPA+ service. Our ROPA+ process takes you from data to discovery in 15-18 weeks depending on institutional schedules, facilities staff availability, data complexity, and presentation milestones. Upon issuance of a purchase order for the ROPA+ product and services, we will contact the Member to formalize our service schedule.





Our ROPA+ service is a multi-faceted data collection and analysis tool designed to be updated and reviewed annually, and we recommend an initial three (3) year agreement to ensure your institution receives the full benefit of this solution.

The inclusion of ROPA+ in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

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small campus solutions

Gordian recognizes that, while the ROPA+ process, products and services brings significant value to all institutions, the concerns of smaller institutions are different. While these smaller institutions may not own a large number of buildings, facilities investment levels remain of primary importance.

- How much should be invested in facilities each year?
- Have historical investment levels been appropriate?
- How has my institution performed relative to my peers?
- How can my team manage facilities risks in the most effective manner?
- How do I demonstrate a credible, medium and long term capital investment plan to institutional leadership?

That's why we offer our Small Campus Solutions. This service will provide a facilities investment analysis that will enable you to make better data-driven decisions about capital expenditures as well as present a credible long-term strategy to senior leadership.

Gordian's annually updated Small Campus Solutions is composed of three interrelated processes:

- During the **Discovery** process, Gordian measures and benchmarks 0 historical facilities investments. We create awareness of core concepts, such as annual stewardship and asset reinvestment, and highlight areas of strength and opportunity.
- Through *Prediction*, Gordian is able to use your facilities profile to 0 forecast upcoming facilities needs and generate investment plans that effectively mitigate risk.
- Performance measurement allows us to continuously measure 0 improvement as you become a "best practice" institution.

Specifically, the Gordian team will help your institution:

- Embark on Discovery, by:
  - Using our rigorous QVQ Process (Quantify, Verify, Qualify) for the 0 collection and validation of facilities data
  - o Gathering five years of historical data in the areas of Space, Annual Stewardship and Asset Reinvestment
  - Working with your personnel to gualify the collected data 0

- Predict Capital Needs, by:
  - Accessing our online Capital Renewal<sup>SM</sup> tool
  - Predicting capital investment based on upcoming life cycle needs added to project backlog demands. When combined this presents a more complete profile of investment needs, the alignment of these needs to funding, and, therefore, the facility risk factors. Managing/mitigating these risk factors is a significant outcome of the capital prediction models.
  - Identifying financial opportunities that release savings to reallocate resources to stewardship, planned maintenance or other priorities.
- Monitor Performance, by:
  - Reviewing progress towards goals and identifying factors influencing deviation
  - Rebalancing the facility strategic plan to revise goals and objectives as needed.
- Make the case to key decision makers through an onsite presentation

As with ROPA+, our Small Campus Solutions service is a multi-faceted data collection and analysis tool designed to be updated and reviewed annually, and we recommend an initial three (3) year agreement to ensure your institution receives the full benefit of this solution.

The inclusion of Small Campus Solutions in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

12. Provide a general narrative description of our pricing model identifying how the model works (line item and/or published catalog percentage discount).

#### **INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEM**

A significant benefit of The Gordian Group's approach to providing our JOC solutions is that we do not charge an upfront implementation fee. We will only charge NJPA



Members applicable fees if and when they order construction services through JOC, whether it's ezIQC or a JOC solution procured directly from Gordian. The Gordian Group proposes to implement and support the NJPA ezIQC program for use by NJPA Members and provide the following service levels and applicable fees:

#### JOC Complete Solution/ezIQC Fee:

In the event an NJPA Member elects to procure construction through the NJPA JOC contracts utilizing Gordian's Job Order Development services, as is currently provided on all ezIQC projects, Gordian will assess the following fee:

• Six and Twenty-Five Hundredths Percent (6.25%) of the value of construction work procured through the NJPA JOC contracts.

A 1.25% NJPA Administrative Fee and the JOC Complete Solution Fee shall be incorporated into the JOC contractor's adjustment factor. The JOC Complete Solution Fee and the NJPA Administrative Fee will be collected from the JOC contractor upon project completion and final payment by the Member.

In the event an NJPA Member elects to utilize the ezIQC Plus project management services described on Page 9.25, the following Project Management Fee will be assessed directly to the NJPA Member:

 Five and Ninety-Five Hundredths Percent (5.95%) of the value of construction work procured through the NJPA JOC contracts, or \$2,500, whichever is greater.

#### Independent JOC Solution

An NJPA Member may elect to procure an independent JOC solution from Gordian by piggybacking the NJPA contract. Upon a request to implement an independent JOC solution, The Gordian Group will implement and support the Member's chosen JOC solution for the following fees:

#### Gordian JOC Solution Fees:

The License Fee for the Gordian JOC Solution consists of a client paid license fee ("Client License Fee") and a contractor paid license fee ("Contractor License Fee") as provided below:

Client License Fee:

: Five and Six Hundredths Percent (5.06%) of the first \$8,000,000 of work ordered and then the Member is eligible for a reduced License Fee of One and Ninety-Eight Hundredths Percent (1.98%) for each calendar month that the Member has ordered a minimum of \$3,000,000 through the Gordian JOC Solution during the preceding 12 calendar months; and

Contractor License Fee: 1.00% of the value of work ordered.

Gordian JOC Solution License Fees are payable when a Job Order is issued to the JOC contractor and are inclusive of the One Percent (1.00%) NJPA Administrative Fee, which Gordian will remit to NJPA for all revenue earned from NJPA Members that procure Gordian's services through a piggyback of the NJPA contract. Gordian's Client License Fee applies separately to each Member Department that elects to implement an independent JOC program ("Independent JOC Program"). An Independent JOC Program is defined as a program that requires preparing Department specific JOC contract documents (i.e., General Conditions and Bid Documents, Construction Task Catalog<sup>®</sup> and Technical Specifications), preparing Department specific Execution Procedures, procuring Department specific JOC contractors, providing access to eGordian<sup>®</sup> for Department specific staff and JOC contractors.

#### JOC Complete Solution Fees:

The fees to provide the JOC Complete Solution to NJPA Members as an independent JOC Solution consist of a Client License Fee, a Job Order development fee and a Contractor License Fee as provided below:

| Client License Fee:        | One and Ninety-Eight Hundredths Percent (1.98%) of the value of work ordered; and |  |  |  |  |  |  |
|----------------------------|---|--|--|--|--|--|--|
| Job Order Development Fee: | Three and Eight Hundredths Percent (3.08%) of the value of work ordered; and      |  |  |  |  |  |  |
| Contractor License Fee:    | One Percent (1.00%) of the value of work ordered.                                 |  |  |  |  |  |  |

The JOC Complete Solution Fees are inclusive of the 1% NJPA Administrative Fee and shall be payable by the Member when a Job Order, Notice-to-Proceed or other similar purchasing document is issued to a JOC contractor.

#### JOC Complete Solution Plus Fee:

The fees to provide the project management services associated with the JOC Complete Solution Plus product, which can be procured separately, or in combination with any of the JOC solutions, consist of a Project Management Fee in addition to any other applicable fees:

Project Management Fee:

Six and One Hundredths Percent (6.01%) of the value of work ordered.

The Project Management Fee shall be payable when construction of the Job Order has been completed and accepted by the Member, except at the election of Gordian, Job Orders requiring more than 60 days to complete shall be payable monthly on a percentage of completion basis.

The JOC Complete Solution Plus Fees are inclusive of the 1% NJPA Administrative Fee, and shall be payable by the Member when a Job Order, Notice-to-Proceed or other similar purchasing document is issued to a JOC contractor.

#### COMS Fee:

The COMS solution is provided on a programmatic level. The Gordian Group's current pricing to provide the COMS solution consists of an Annual Program Fee and COMS System License Fee as follows:

| Annual Program Fee: | Twenty  | Thousand   | Dollars   | (\$20,0 | 00) annually,  |
|---------------------|---------|------------|-----------|---------|----------------|
|                     | payable | upon the e | execution | of a co | ntract between |
|                     | the Mer | mber and ( | Gordian f | or the  | provision of a |
|                     | COMS s  | olution.   |           |         |                |

<u>COMS License Fee</u>: Five Tenths Percent (0.5%) of the value of the winning bid for the designated project. The COMS License Fee is payable upon the execution of the contract with the contractor awarded the project. Volume discounts may be applied to the COMS License Fee based on the estimated value of the project.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the COMS Solution from Gordian through a piggyback of this contract.

#### MRO Solution Fee:

The fees to provide the MRO Solution to NJPA Members consists of an MRO License Fee as provided below:

<u>MRO License Fee</u>: Five and Six Hundredths Percent (5.06%) of the first \$8,000,000 of work ordered through the MRO program, and then the Member is eligible for a reduced License Fee of Three and Three-Hundredths Percent (3.03%) thereafter.

In the event Gordian and NJPA elect to implement a network of MRO contractors for access by NJPA Members through the MRO Solution, as described on page 9.35, Gordian will assess a fee of Five and Six Hundredths Percent (5.06%) of the value of work ordered by each NJPA Member through the MRO Solution cooperative program.

#### MRO Complete Solution:

The fees to provide the MRO Complete Solution to NJPA Members consists of an MRO Complete Solution Fee as provided below:

MRO Complete Solution Fee:

Nine and ten hundredths Percent (9.10%) of the value of work ordered through the MRO program.

In the event Gordian and NJPA elect to implement a network of MRO contractors for access by NJPA Members through the MRO Complete Solution, as described on page 9.36, Gordian will assess a fee of Nine and Ten Hundredths Percent (9.10%) of the value of work ordered by each NJPA Member through the MRO Complete Solution cooperative program.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures either MRO Solution from Gordian through a piggyback of this contract. In the event NJPA elected to implement a cooperative MRO solution, the fees above would be assessed on work ordered by NJPA Members through the MRO cooperative program.

#### Additional Services Fee:

A Member may also purchase additional services from Gordian, such estimating, project budgeting and planning, and program management services under the following fee structure:

 Hourly Based Fee – 2.5 times the hourly rate of the employees assigned to perform the services plus the actual cost of non-labor expenses.

## **JOC System License**

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As stated in this proposal, a license to our proprietary JOC System ("JOC System License") is included with our services. The following JOC System License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. ("Gordian") hereby grants to the National Joint Powers Alliance ("NJPA"), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian's Job Order Contracting ("JOC") System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating NJPA's JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® applications and support documentation, Construction Task Catalog®, 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 NJPA shall return to Gordian all Proprietary Information in the NJPA's possession.

NJPA 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. NJPA 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 NJPA.

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

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

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

## **COMS** License

As stated in this proposal, a license to our proprietary COMS System ("COMS License") is included with our services. The following COMS License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. ("Gordian") hereby grants to the National Joint Powers Alliance ("NJPA"), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian's Change Order Management System ("COMS Solution") and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating NJPA's COMS program to execute and manage construction change orders. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® or other applicable applications and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this COMS License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA's possession.

NJPA 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. NJPA 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 NJPA.

Gordian agrees to grant a license to each contractor that is awarded a contract by NJPA which will be managed, in whole or in part, through the

COMS Solution, provided the contractor agrees to licensing language similar in form to this COMS License.

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

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

# **MRO** License

As stated in this proposal, a license to our proprietary MRO System ("MRO License") is included with our services. The following MRO License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. ("Gordian") hereby grants to the National Joint Powers Alliance ("NJPA"), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian's Maintenance, Repair and Operations System ("MRO System") and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating NJPA's maintenance repair and operations program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® or other applicable applications and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this MRO License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA's possession.

NJPA 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. NJPA 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 NJPA.

Gordian agrees to grant a license to each contractor that is awarded a contract by NJPA which will be managed, in whole or in part, through the MRO System, provided the contractor agrees to licensing language similar in form to this MRO License.

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

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

# VALUE ADDED ATTRIBUTES PRICING

#### **Building Portfolio Solutions**

Gordian's Sightlines<sup>®</sup> branded Building Portfolio Solutions can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. As described on pages 9.39 and 9.42, there are two levels of service associated with the Building Portfolio Solutions: 1) Gordian professionals conduct a direct assessment of the Member's facilities by conducting building walkthroughs and collecting facilities data; or 2) Gordian professionals utilize existing facilities data and do not conduct a direct assessment. In the event the NJPA Member elects to include the full assessment of its facilities assets, Gordian will provide the Building Portfolio Solutions services at the following cost to the NJPA Member:

Program Initiation Fee: Fifteen Thousand dollars (\$15,000).

- Variable Building Fee: Five Hundred dollars (\$500) per building included in the project.
- <u>Variable Sq. Ft. Fee</u>: Five Cents (\$0.05) per square foot for the first One Million square feet (1,000,000 sq. ft.) included in the project, Four Cents (\$0.04) per square foot for the next Two Million square feet (2,000,000 sq. ft.) included in the project, and Three Cents (\$0.03) for each square foot in excess of Three Million square feet (3,000,000 sq. ft.) included in the project.

In the event the NJPA Member elects to forgo the building walkthroughs and direct assessment of its facilities, and request the utilization of existing data, Gordian will provide the Building Portfolio Solutions services at the following cost to the NJPA Member:

Program Initiation Fee: Fifteen Thousand dollars (\$15,000).

- Variable Building Fee: Five Hundred dollars (\$500) per building included in the project.
- <u>Variable Sq. Ft. Fee</u>: Two and One-Half cents (\$0.025) per square foot for the first One Million square feet (1,000,000 sq. ft.) included in the project, Two Cents (\$0.02) per square foot for the next Two Million square feet (2,000,000 sq. ft.) included in the project, and One and One-Half cents (\$0.015) for each square foot in excess of Three Million square feet (3,000,000 sq. ft.) included in

the project.

The fees set forth above for the Building Portfolio Solutions encompass a oneyear agreement to provide the products and services set forth on pages 9.37 - 9.50. In the event a Member elects to procure the optional Annual Update and Backlog Tracking services described on pages 9.51 - 9.52 for updating and continued support beyond the Year 1 engagement, Gordian will assess the following fee for each subsequent year such the services are provided:

BPS Update Fee:

A fee equal to Forty-Five percent (45%) of the total cost to the NJPA Member for the Building Portfolio Solutions services procured in Year 1.

The fees described above for the Building Portfolio Solutions services do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and Sightlines, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the Building Portfolio Solution from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.

### ROPA+

Gordian's Sightlines<sup>®</sup> branded ROPA+ products and services can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. ROPA+ is a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees, and additional services, that will be assessed to the Member during the three (3) year contract term.

The fees described below for the ROPA+ products and services do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and Sightlines, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the ROPA+ products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.



| Square Footage Included | < 400K   | 400K-900K | 900K-1.5M        | 1.5M-2.5M | 2.5M-3.5M         | 3.5M-5.5M | 5.5M-8M  | 8M-11M   | > 11M    |
|-------------------------|----------|-----------|------------------|-----------|-------------------|-----------|----------|----------|----------|
| ROPA+ Start-Up Pricing  | \$28,875 | \$40,600  | \$48,100         | \$53,970  | \$59 <i>,</i> 000 | \$64,260  | \$72,700 | \$77,100 | \$81,750 |
| Add-Ons                 |          |           |                  |           |                   |           |          |          |          |
| Additional Campus       | \$21,650 | \$30,475  | \$36,070         | \$40,500  | \$44,260          | \$48,195  | \$54,530 | \$57,830 | \$61,300 |
| Additional Breakout     | \$7,225  | \$10,160  | \$12,025         | \$13,500  | \$14,750          | \$16,065  | \$18,175 | \$19,275 | \$20,435 |
| Written Report          | \$2,100  | \$2,100   | \$2,100          | \$3,150   | \$3,150           | \$3,150   | \$4,400  | \$4,400  | \$4,400  |
| Additional Presentation | \$2,100  | \$2,100   | \$2,100          | \$3,150   | \$ <i>3,</i> 150  | \$3,150   | \$4,400  | \$4,400  | \$4,400  |
| Complex Data            | \$5,250  | \$5,250   | \$5 <i>,</i> 250 | \$6,825   | \$6,825           | \$6,825   | \$8,250  | \$8,250  | \$8,250  |
| Accelerated Services    | \$5,250  | \$5,250   | \$5,250          | \$7,875   | \$7,875           | \$7,875   | \$10,450 | \$10,450 | \$10,450 |
| 1 Year Premium          | \$5,250  | \$5,250   | \$5,250          | \$7,875   | \$7,875           | \$7,875   | \$11,000 | \$11,000 | \$11,000 |

# **Additional Details**

An Additional Breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then we would recommend an Additional Breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an Additional Breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as Additional Breakouts. Additional Breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.

An Additional Campus is required when Gordian will provide the full products and services for another geographical location that is under management control of the Member procuring the products and services. The best example is a satellite campus under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the products and services separately.

#### Small Campus Solutions

Gordian's Sightlines<sup>®</sup> branded Small Campus Solutions can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. Our Small Campus Solutions product includes a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees, and additional services, that will be assessed to the Member during the three (3) year contract term.

The fees described below for the Small Campus Solutions products and services do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and Sightlines, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the ROPA+ products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.

| Square Footage Included | > 250K   | 250K-500K | 500K-750K | 750K-1M  |
|-------------------------|----------|-----------|-----------|----------|
| SCS Start-Up Pricing    | \$11,290 | \$13,650  | \$18,640  | \$21,000 |
| Add-Ons                 |          |           |           |          |
| Additional Campus       | \$8,065  | \$10,238  | \$13,315  | \$15,750 |
| Additional Breakout     | \$2,690  | \$3,413   | \$4,440   | \$5,250  |
| Written Report          | \$600    | \$600     | \$600     | \$600    |
| Additional Presentation | \$625    | \$625     | \$625     | \$625    |
| Complex Data            | \$2,050  | \$2,050   | \$2,050   | \$2,050  |
| Accelerated Services    | \$2,050  | \$2,050   | \$2,050   | \$2,050  |
| 1 Year Premium          | \$2,050  | \$2,050   | \$2,050   | \$2,050  |

## **Additional Details**

An Additional Breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then we would recommend an Additional Breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an Additional Breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as Additional Breakouts. Additional Breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.

An Additional Campus is required when Gordian will provide the full products and services for another geographical location that is under management control of the Member procuring the products and services. The best example is a satellite campus under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the products and services separately.

13. Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

There is no discount range presented in this response.

14. Provide an overall proposed statement of method for pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Not applicable.

15. Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services"

Providing sourced goods is not applicable to this contract.

16. Describe your NJPA customer volume rebate programs, as applicable.

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

17. Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to proposer.

All costs are included in the pricing provided on Pages 9.37 – 9.40.

18. If freight, delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Not applicable.

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- 19. As an important part of the evaluation of your offer, indicate the level of pricing you are offering. Prices offered in this proposal are:
  - a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
  - b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other, please describe.

The prices offered in this proposal are the same as we offer to government procurement organizations and state purchasing departments. They are also the same prices we offer to other cooperative purchasing networks.

# 20. Do you offer quantity or volume discounts?

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

# 21. Describe in detail your proposed exchange and return program(s) and policy.

Not applicable.

22. Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska, and Hawaii and any related off shore delivery of contracted products/equipment and related services.

Not applicable.

#### 23. Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

The Gordian Group's accounting and finance systems are already set to track and record all revenue attributable to the NJPA ezIQC program, and to those JOC programs procured by NJPA Members through a piggyback of the NJPA contract. The Gordian Group also invoices the JOC contractors for the Gordian fee and the NJPA Administrative Fee under the same invoice, and then remits the administrative fee to NJPA once received. This process ensures that all revenue attributable to the NJPA program is accounted for, and all fees are collected. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued through the ezIQC program are accounted for, and all complete projects have been marked and invoiced accordingly. The Gordian Group prides itself on contract compliance in all phases, and we will ensure full compliance with the NJPA contract.

# **Industry Specific Items**

# 24. What are the different types of categories represented in the Unit Price Book?

The Construction Task Catalog includes all categories of work necessary to complete almost any renovation, repair and maintenance work including the following:

- Existing Conditions
- Concrete
- Masonry
- Metals
- Wood, Plastics and Composites
- Thermal and Moisture Protection
- Openings
- Finishes
- Specialties
- Equipment
- Furnishings
- Special Construction
- Conveying Equipment
- Fire Suppression
- Plumbing
- HVAC
- Integrated Automation
- Electrical
- Communications
- Electronic Safety and Security
- Earthwork
- Exterior Improvements
- Utilities
- Transportation
- Waterway and Marine Construction
- Process Interconnections
- Material Processing and Handling Equipment
- Process Gas and Liquid Handling, Purification, and Storage Equipment
- Water and Wastewater Equipment
- NJPA Preferred Vendor Pricing

#### 25. How often is your typical Unit Price Book updated to reflect market and natural economic conditions?

Gordian currently employs approximately 15 cost researchers, estimators and engineers who work full-time to develop construction tasks and research construction prices for labor, materials and equipment. Our construction cost database is constantly updated to ensure that the unit prices provided as part of each bid package are the most accurate on the market today. When an NJPA solicitation is scheduled, an updated Construction Task Catalog will be developed and published. During the term of each JOC contract, a recognized industry pricing index, like the Engineering News Record, is applied annually to the JOC contractor's adjustment factor to ensure market changes are reflected in the construction prices for the duration of the JOC contract.





The Engineering and News Record's Construction Cost Index.

# 27. Describe the process and involvement of the contractor and the NJPA Member (owner) relating to the work plan?

Gordian's process for job orders involves the owner and the contractor from the beginning of the process through to the completion of construction to ensure strong communication of goals and expectations. The process starts with the Joint Scope Meeting where the Owner, the Contractor and Gordian representative meet at the project site to discuss the Scope of Work. The Owner is responsible for communicating the project goals, the Contractor is responsible for helping develop the Scope of Work to achieve the Owner's goals, and the Gordian representative is responsible for assisting in this process. Following the Joint Scope Meeting, the Owner with assistance from the Gordian representative and the Contractor develop a Detailed Scope of Work. The Scope of Work, once approved by the Owner is added to the Job Order record by Gordian and submitted to the Contractor along with other Job Order Information in the form of a Request for Proposal (RFP). The Contractor prepares a detailed proposal using the Construction Task Catalog to satisfy the Scope of Work. A Gordian representative will assist the Contractor with this process by answering questions on task and modifier usage, and to help the Contractor find appropriate tasks and modifiers in the Construction Task Catalog. The Contractor submits the proposal electronically to the Gordian representative for review. A process of review and changes takes place between the Gordian representative and the Contractor until they agree the proposal accurately addresses the Detailed Scope of Work. The detailed proposal is provided to the Owner by the Gordian representative for their review and approval. The Gordian representative and the Contractor often sit with the Owner to review the proposal to provide clarity when needed. The Owner has the authority to accept the proposal, request changes, or cancel the job at this point in the process. If the Owner requests changes to the proposal, the Gordian representative works with the Contractor to make and verify the changes. Once the proposal is approved, the Owner issues a Notice to Proceed or Purchase Order to the Contractor. The Owner manages the construction project unless other arrangements have been made.

The Owner is responsible for understanding their needs and explaining their project goals. This often means having a preliminary Scope of Work or architectural or engineering drawings with specifications. Some owners rely on the Contractor's expertise in developing the scope of work. In both cases, the owner must have enough expertise to approve the Scope of Work and manage the project.

#### 28. Describe the code review, ADA review, etc. when an architect or engineer is not used in the building process.

Most Owners have in-house or consultative capability to address code review, ADA review, and other important project related items. When they do not have this capability, they can rely on the Contractor for this expertise for simple projects, or order this expertise as part of the Job Order Contracting process from the Contractor.

The ability to use the Contractor for this service through the JOC Contract is subject to State and local laws.

The Owner determines at the initial Joint Scope Meeting whether additional expertise on a project is necessary. This request results in a unique Job Order for the Contractor to provide the services. The Scope of Work for the expert services would be "Provide sealed drawings by an architect (or engineer) to be approved by the owner for the project at 123 Main St. The scope of the project is: 1... 2... 3...." The Contractor will contact local A/E firms for approval by the Owner and then prepare a price proposal using the task, "Reimbursable Costs." The Contractor will manage the services of the A/E and present the drawings to the Owner when complete. The Owner has the choice to move to the construction phase of the project with the JOC Contractor, put the project on hold, or cancel the project.

# 29. How do you ensure competitive pricing on individual job orders?

With Job Order Contracting all prices are competitively bid at the outset, and the prices paid for construction are determined by applying the JOC contractor's competitively bid adjustment factor to the unit prices contained in the Construction Task Catalog. This ensures NJPA Members are receiving the benefit of the competitive bid process, and that all contracts are compliant with state and local procurement laws requiring that construction work be competitively bid. To ensure that pricing on individual Job Orders is competitive, Gordian or the Member's project managers, whichever is applicable, must thoroughly review each Price Proposal to ensure that the Member is only paying for the appropriate tasks required to complete the Detailed Scope of Work.

# 30. What prevents contractors from low-bidding with an unrealistic multiplier? Explain.

Contractors' bids are based on many factors. The prices in the CTC, the volume of work, the clients they work with and the degree at which proposals are reviewed are a few. Gordian's experience shows that contractors will bid unrealistically low factors when they feel proposals will not be adequately reviewed. This allows them to make up for low bids with proposals that are not good representations of the Scope of Work. Gordian prices the Construction Task Catalogs accurately for the area of work, communicates to the contractor the potential volume of work, and provides expert proposal review for every job order. These steps help to prevent contractors from bidding an unrealistic multiplier.

The Gordian Group enforces proper proposal preparation and review. eGordian, Gordian's JOC management system allows a contractor to enter tasks and quantities. The math required to take the prices of the tasks and multiply it by the quantities and multiplier is done by the system. The Contractor has no control over the math. A Gordian representative reviews the proposal for the proper use of tasks, modifiers, multipliers, and quantities. This rigorous review is how we enforce the use of a multiplier.

# 31. Does an NJPA Member (owner) have the ability to evaluate all awarded contractors and choose between them?

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Yes, an NJPA Member may select a specific contractor provided the JOC contractor holds an NJPA contract in the applicable region.

# 32. Does a Member (owner) have the option to choose between multiple levels of quality?

Yes. Within the Construction Task Catalog there are numerous modifiers that will enable the Member to select the quality of work and/or materials on each project, and the prices are adjusted depending on these selections. The Technical Specifications detail the quality of work and materials to be provided for each task, and ensure that the Member receives exactly what they are paying for when a modifier is applied to a specific task.

# 33. How does a Member (owner) obtain materials that are not included in the Unit Price Book?

When materials and tasks are not included in the Unit Price Book, the Gordian Group has developed a process for including Non-Prepriced tasks in Job Orders. Non Prepriced Tasks (NPP) are tasks not included in the Construction Task Catalog. If the JOC contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use pre-priced tasks for labor and equipment from the Construction Task Catalog.

If the work is to be subcontracted, the JOC contractor must submit three independent quotes from subcontractors. The JOC contractor shall not submit a quote or bid from any supplier or subcontractor that the JOC contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by NJPA, and fixed as a permanent Non Pre-priced Task which will no longer require price justification. Tasks will then be developed for inclusion in future CTCs, or existing CTCs can be amended to incorporate the new tasks, depending on the preference of NJPA. Any new tasks that are added will follow the guidelines for task creation outlined in the previous section.



Greenville Business Banking MACL 5310-020 Fro. D > 969 Greenvalle, SC 29602

Trice #64 255 6357

July 7, 2015

RE: The Gordian Group Inc. 30 Patewood Drive Ste 350 Greenville, SC 29615-6810

To: NJPA 202 12<sup>th</sup> Street Northeast Staples, MN 56479

Attention: Jonathan Yahn

Dear Mr. Yahn,

The Gordian Group Inc. is an excellent client of Wells Fargo Bank, N.A. They have been our client since 1996 and have always maintained their accounts as agreed. Their current 12 month average balances are generally seven plus figures. At this time, there are no open credit facilities out to The Gordian Group. The Gordian Group Inc. is rated as one of our High Value Customers.

If you have any further questions regarding our banking relationship with The Gordian Group Inc, or need verification, please do not hesitate to contact me directly at 864-255-8342 or via email trip.lacoste@wellsfargo.com.

Sincerely,

Misten Lot P.P.C.

Trip LaCoste Senior Business Relationship Manager Vice President



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# SAMPLE CONSTRUCTION TASK CATALOG



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Masonry 04 Maintenance Of Masonry 04 01 Maintenance Of Unit Masonry 04 01 20

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#### 04 Masonry 04 01 Maintenance Of Masonry Maintenance Of Unit Masonry (2401) 04 01 20 Note: For use on existing brick, Includes clean-up of debris, Excludes disposal. 04 01 20 41 Unit Masonry Stabilization (H 19 20) Unit Masonry Stabilization (Helifix®) (Helif 04 01 20 41-0001 04 01 20 41-0002 Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie), (Media 20 41-0001) Note: Austenitic stainless steel. For stabilizing solid masonry. Includes drilling, cementitious grout and patching surface 04 01 20 41-0003 304 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) (04 01 20 41-0002) 04 01 20 41-0004 EA 8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie)... .17.27 For Up To 10, Add 3 60 For >10 To 50 Add 1 80 04 01 20 41-0005 EA 8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) 28.07 For Up To 10 Add 3.60 1.80 For >10 To 50, Add 04 01 20 41-0006 EA 8mm Diameter, 900mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) 39.80 For Up To 10, Add 3.60 For >10 To 50, Add 1.80 04 01 20 41-0007 316 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) (04 01 20 41-0002) 04 01 20 41-0008 EA 8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie). 19.61 For Up To 10 Add 3.60 For >10 To 50, Add 1 80 04 01 20 41-0009 EA 8mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie). 32.23 3.60 For Up To 10 Add For >10 To 50, Add 1.80 04 01 20 41-0010 EA 8mm Diameter, 900mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie). .46.04 For Up To 10, Add 3.60 For >10 To 50, Add 1.80 04 01 20 41-0011 Ties For Stitching Masonry Cracks (Helifix® Helibar) (04.07 20 41-0007) Note: Austanitic stainless steel. For stabilizing cracked masonry. Includes removing horizontal mortar and re-pointing mortar bed. Includes cementitious grout. Excludes repairing vertical crack. 04 01 20 41-0012 304 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) (04 01 20 41-0011) 4 5mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar). 04 01 20 41-0013 EA 36.66 For Up To 10, Add 14.42 or >10 To 50, Add 7.21 04 01 20 41-0014 EA 4 5mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).... For Up To 10, Add 42.79 14.42 For >10 To 50, Add 7 24 04 01 20 41-0015 EA 4 5mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) 14.42 For Up To 10, Add For >10 To 50, Add 7.21 04 01 20 41-0016 EA 6mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) 36.66 For Up To 10, Add 14.42 For >10 To 50, Add 7.21 04 01 20 41-0017 EA 6mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) 42.79 14.42 For Up To 10, Add For >10 To 50, Add 7.21 04 01 20 41-0018 EA 6mm Diameter, 1.5m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar). .49.78 For Up To 10, Add 14.42 For >10 To 50, Add 7.21 04 01 20 41-0019 EA 6mm Diameter, 2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) 62.90 14 42 For Up To 10 Add For >10 To 50, Add 7.21 04 01 20 41-0020 EA 6mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar). .185.19 14 42 For Up To 10 Add For >10 To 50, Add 7.21 04 01 20 41-0021 316 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) (04 01 20 41-0011)

#### 04 Masonry

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04 01 Maintenance Of Masonry 04 01 20 Maintenance Of Unit Masonry

# MINOR CSI UOM DESCRIPTION

| 04 01 20 41-0022      | EA 4.5mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).<br>For Up To 10, Add   | 40 00  |
|-----------------------|--|--------|
|                       | For >10 To 50, Add   | 7.21   |
| 04 01 20 41-0023      | EA 4.5mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix®  |        |
|                       | Helibar)   |        |
|                       | For Up 19 10, Add  | 74.42  |
| 04 01 20 41-0024      | rur - 10 10 30, Aug  | 212.02 |
| 04 01 20 41-0024      | En In 5 n 10 Add   | 14 42  |
|                       | For >10 To 50. Add   | 7.21   |
| 04 01 20 41-0025      | EA 6mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)   |        |
|                       | For Up To 10, Add  | 14.42  |
|                       | For >10 To 50, Add   | 7.21   |
| 04 01 20 41-0026      | EA 6mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix@ Helibar).  |        |
|                       | For Up To 10, Add  | 14.42  |
| 04 04 00 44 0007      | For Plu 10 JU, A00   | 1.27   |
| 04 01 20 41-0021      | EA Onit Dambier, 1.5m Length, 5 to Stamless Steer nertain Fin, he for Sutching Masoning Clautis (nertice) nertain.<br>Earlin To 40 Add   | 14 49  |
|                       | For >10 r 50. Add  | 7.21   |
| 04 01 20 41-0028      | EA 6mm Diameter, 2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)   |        |
|                       | For Up To 10, Add  | 14.42  |
|                       | For >10 To 50, Add   | 7.21   |
| 04 01 20 41-0029      | EA 6mm Diameter, 7m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)   |        |
|                       | For Up To 10, Add  | 14.42  |
|                       | For >10 To 50, Add   | 7.21   |
|                       |  |        |
| 04 01 20 41-0030      | Mechanical Repair Anchors (Helifiy® TorkEix)   |        |
| 0-012041-0030         | Note Automitic dentities that Ear stabilizing macross under while to innor wathout of trick assesses black   |        |
|                       | where charactering statistics includes difficult and particles wants to times wythes or brick, concrete block, where she is not statistics in the statistics of the set of the s |        |
|                       | 204 Disciples and the states of the state of a state of a state of the |        |
| 04 01 20 41-0031      | 304 Stainless Steel, Mechanical Repair Anchors (Heimxus Torkrix) (04 01 20 41-0030)  |        |
| 04 01 20 41-0032      | EA 4-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)  |        |
|                       | For Up To 10, Add  | 2.16   |
|                       | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0033      | EA 5-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix@ TorkFix)  |        |
|                       | For Up To 10, Add  | 2.16   |
| 04 01 30 41 0034      | FOF>10 10 201, A00<br>EA 4 201 Longth Dick To Brick/Congrets Dick 204 Stringers Chail Machanical Depair Anchor (Listisus) TarkEix  | 10.24  |
| 04 01 20 41-0034      | EA 0-1/2 LENGIN, BIOK TU BIICK/CONCIENE BROCK, 3/4 Statiliess Steel, Mechanical Repair Anchol (Heinixe Turkrix)  | 246    |
|                       | For For To 50 Add  | 1.08   |
| 04 01 20 41-0035      | EA. 7-10*1 enoth Brick To Brick/Concrete Block 304 Stainless Steel Mechanical Renair Anchor (Helifix® TortrEix)  | 11 34  |
|                       | For Up To 10, Add  | 2.16   |
|                       | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0036      | EA 8-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)  |        |
|                       | For Up To 10, Add  | 2.16   |
| and the second second | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0037      | EA 9-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)  |        |
|                       | For Up to 10, Add  | 2.16   |
| 04 04 30 44 0030      | FOR 210 10 JUL, A00  | 7.00   |
| 04 01 20 41-0036      | EA 4-1/2 Learguit, bitok to wrodu Frainezsiesi situu, suk stainiess steet, wechanical repair Antolioi (freinike<br>TarkEiv)  | 8.04   |
|                       | For I/n 10 Add   | 216    |
|                       | For >10 To 50. Add   | 1.08   |
| 04 01 20 41-0039      | EA 5-1/2° Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix®  |        |
|                       | TorkFix  |        |
|                       | For Up To 10, Add  | 2.16   |
| A CONTRACTOR          | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0040      | EA 6-1/2* Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix®  | 40.00  |
|                       | IONETXI  |        |
|                       | For JU 75 50 Add   | 1.08   |
| 04 01 20 41-0041      | FA 7-10*1 enoth Brick To Wood Frame/Steel Shirl 304 Stainless Steel Michanical Renair Anchor (Lialifive)   | 1.00   |
| 91 91 20 41 0041      | TorkFix)   | 11.34  |
|                       | For Up To 10, Add  | 2.16   |
|                       | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0042      | EA 8-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix®  |        |
|                       | TorkFix)   |        |
|                       | For Up To 10, Add  | 2.16   |
| 04 84 90 11 88 1      |  | 1.00   |
| 04 01 20 41-0043      | EA 10-1/2 Lengin, Brick To Wood Frame/Steel Stud, 304 Staliness Steel, Mechanical Repair Anchor (Helinx®   | 44.64  |
|                       | toterta  | 2 16   |
|                       | For >10 To 50 Add  | 1 08   |
| 04 01 20 41-0044      | EA 4-1/2" Length. 304 Stainless Steel. Veneer Panel Anchor (Helifix® TorkFix)  | 8 04   |
| AT AT 20 TT DOT       | For Up To 10, Add  | 2.16   |
|                       | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0045      | EA 6-1/2" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix@ TorkFix)  |        |
|                       | For Up To 10, Add  | 2.16   |
|                       | For >10 To 50, Add   | 1.08   |
| 04 01 20 41-0046      | EA 8" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)  |        |
|                       | For Up To 10, Add  | 2.16   |
|                       | rar>10 10 30, Add  | 1.00   |
|                       |  |        |

04 01 20 41-0047

316 Stainless Steel, Mechanical Repair Anchors (Helifix® TorkFix) 104 01 2041-0030)

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|     | 04 01 20 41-0048 | EA 4-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)<br>For Up To 10, Add<br>For 10, To 50, Add                 | 2.16         |
|-----|------------------|--|--------------|
|     | 04 01 20 41-0049 | EA 5-1/27 Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)<br>For Up To 10, Add                                       |              |
|     | 04.04.00.44.0050 | For >10 To 30, Add   | 1.08         |
|     | 04 01 20 41-0000 | For Up To 10, Add  | 2.16         |
|     | 04 01 20 41-0051 | EA 7-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)<br>For Up To 10, Add                                       | 2.16         |
|     | 04 01 20 41-0052 | EA 8-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)  | 12.44        |
|     |                  | For Up To TU, Add<br>For >10 To 50, Add  | 2.16         |
|     | 04 01 20 41-0053 | EA 9-1/27 Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Heiftx® Torki-tx)<br>For Up To 10, Add<br>For 20 To 50, Add                  | 2.16         |
|     | 04 01 20 41-0054 | EA 4-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix®<br>Tork(Fix)   | 8.04         |
|     |                  | For Up To 10, Add  | 2.16         |
|     | 04 01 20 41-0055 | For >10 To 50, Add<br>EA 5-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix®  | 1.08         |
|     |                  | Tatkfix)   |              |
|     |                  | For Up 10-10, Add<br>For >10 To 50, Add  | 2.16         |
|     | 04 01 20 41-0056 | EA 6-1/2 Lengin, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helinxie)  | 10.24        |
|     |                  | For Up To 10, Add  | 2.16         |
|     |                  | For >10 To 50, Add   | 1.08         |
|     | 04 01 20 41-0057 | EA 7-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix®<br>TorkFix)  |              |
|     |                  | For Up To 10, Add  | 2.16         |
|     | 04 01 20 41-0058 | EA 8-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix®  | 12.44        |
|     |                  | For Up to Add  | 2.16         |
|     | 04 01 20 41-0059 | For >10 To 50, Add<br>EA 10-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stuinless Steel, Mechanical Repair Anchor (Helifix®   | 1.08         |
|     |                  | TorkFix  |              |
|     |                  | For Up 10 10, A00  | 2.16         |
|     | 04 01 20 41-0060 | EA 4-1/2" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)  |              |
|     |                  | For Up To 10, Add  | 2.16         |
|     | D4 D4 20 44 0004 | For >10 To 50, Add   | 1.08         |
|     | 04 01 20 41-0001 | EA 0-1/2 Length, 310 Stamless Steel, veheel Panel Anchor (Heimale (OREHA)  | 2 16         |
|     |                  | For >10 To 50, Add   | 1.08         |
|     | 04 01 20 41-0062 | EA 8" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TonkFix)<br>For Up To 10, Add<br>For >10 To 50, Add   | 2.16<br>1.08 |
| 0.4 | 04 00 44 0000    | Day Mechanical Disping And Remedial Tuing System (Helifive DayFive)  |              |
| 04  | 1012041-0063     | Note: Austenitic stainless steel. For pinning stucco, terracotta, granite, marble, etc., to concrete block, brick or<br>enkid concrete. Includes citing and netching extract |              |
| 04  | 01 20 41-0064    | 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial   |              |
| 04  | 012041-0004      | Tying System (Helifix® DryFix®) (are raised and a Finning And Nemedian<br>Tying System (Helifix® DryFix®) (are raised areas)   |              |
|     | 04 01 20 41-0065 | EA 8mm Diameter, 115mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying  |              |
|     |                  | System (Hellix® DryFix®).  |              |
|     |                  | For >10 To 50, Add   | 1.00         |
|     |                  | For Metal Slud Clip, Add   | 1.88         |
|     | 04 01 20 41-0066 | EA 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying  | E OF         |
|     |                  | System (remuse Ligrixe).   | 2 16         |
|     |                  | For >10 To 50, Add   | 1.08         |
|     |                  | For Metal Slud Clip, Add   | 1.88         |
|     | 04 01 20 41-0067 | EA 8mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitix® DryFix®).                                      |              |
|     |                  | FOR UP 10 10, ADD  | 2.16         |
|     |                  | For Metal Stud Clip, Add   | 1.88         |
|     | 04 01 20 41-0068 | EA 8mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DryFix®).                                      | 6.09         |
|     |                  | For Up To 10, Add  | 2.16         |
|     |                  | For >10 To 50, Add   | 1.08         |
|     | 04 01 20 41-0069 | EA 8mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying  | 1.00         |
|     |                  | System (Helifix® DryFix®)  | 6.38         |
|     |                  | For >10 To 50 Add  | 1.08         |
|     |                  | For Metal Stud Clip, Add   | 1.88         |
|     |                  |  |              |



| MIN | DR  |     |         |      |
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| 0   | CSI | UOM | DESCRIP | TION |

| 04 01 20 41-0070 | EA 8mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                  | 6.67 |
|------------------|--|------|
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-00/1 | EA 8mm Diameter, 2/0mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifyth DryEivilit)  | 6.74 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 04 00 44 0070 | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0072 | System (Helifix® DryFix®).   | 6 89 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 01 20 41-0073 | FA 8mm Diameter 325mm Length 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial Tving                                    | 1.00 |
|                  | System (Helifix® DryFix®)  |      |
|                  | For Up To 10, Add  | 2.16 |
|                  | For Metal Stud Clip. Add   | 1.00 |
| 04 01 20 41-0074 | EA 8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                  | 1.00 |
|                  | System (Helifix® DryFix®)  |      |
|                  | For Up To 10, Add  | 2.10 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0075 | EA 8mm Diameter, 400mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                  |      |
|                  | System (Heimxo DryFixo)  | 2 16 |
|                  | For >10 To 50, Add   | 1.08 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0076 | EA 8mm Diameter, 450mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>Surfam (Helifivity DavGivity) | 0.26 |
|                  | For Up To 10. Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 04 00 44 0077 | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0077 | EA 8mm Diameter, Suumm Lengin, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DryFix®)     | 9.87 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 01 20 41-0078 | For Metal Studi Cilp, Add<br>EA  | 1.00 |
| 010120110010     | System (Helifix® DryFix®)  |      |
|                  | For Up To 10, Add  | 2.16 |
|                  | For Metal Stud Clin. Add   | 1.08 |
| 04 01 20 41-0079 | EA 8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tving                                  | 7.00 |
|                  | System (Helifix® DryFix®)  |      |
|                  | For Up To 10, Add  | 2.10 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0060 | EA 8mm Diameter, 700mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                  |      |
|                  | System (Helifix® DryFix®)  | 2 16 |
|                  | For >10 To 50, Add   | 1.08 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0081 | EA 10mm Diameter, 125mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>Suptom (Helifing)            | 6 50 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 04 00 44 0000 | For Metal Stud Clip, Add   | 1.88 |
| UH UT 20 41-0082 | System (Helifix® DryFix®)  | 6 01 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
| 04 01 20 41-0063 | EA 10mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial Tving                                 | 1.00 |
|                  | System (Helifix® DryFix®)  |      |
|                  | For Up To 10, Add  | 2.16 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0064 | EA 10mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                 |      |
|                  | System (Helifix® DryFix®)  | 6.74 |
|                  | For >10 To 50. Add   | 1.08 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0085 | EA 10mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                 | 0.00 |
|                  | System (nemixe utyrixe)  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
|                  | For Metal Stud Clip, Add   | 1.88 |
| 04 01 20 41-0086 | EA 10mm Diameter, 245mm Length, 304 Stainless Steel Heikal Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix@ DryFix@)     | 7 11 |
|                  | For Up To 10, Add  | 2.16 |
|                  | For >10 To 50, Add   | 1.08 |
|                  | ror metal sud chip, Add  | 1.00 |

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| 04 01 20 41-0087 | EA       | 10mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying                                 |      | 7 37 |
|------------------|----------|---|------|------|
|                  | For Up   | o To 10. Add  | 2.16 | 1.31 |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
|                  | For M    | etal Stud Clip, Add   | 1.88 |      |
| 04 01 20 41-0088 | EA       | Tumm Diameter, Journin Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifive) DryEive) |      | 7 48 |
|                  | For Up   | o To 10, Add  | 2.16 | r.40 |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 04 20 44 0000 | For M    | Allow Disperture 250mm Langth 204 Objectano Steel Light Dis. Doublechanical Cincing And Computing Tring                                 | 1.88 |      |
| 04 01 20 41-0069 | EA       | Turnin Diameter, soumin Lengin, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DrvEix®) |      | 7 97 |
|                  | For Up   | o To 10, Add  | 216  | 1.91 |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 04 00 44 0000 | For M    | Hal Stud Clip, Add<br>40mm Diameter, 400mm Langth, 204 Christian Staal United Din. Day Machaniard Diaming And Domadial Tuing            | 1.88 |      |
| 04 01 20 41-0090 | EA       | System (Helifixit) DryFixiti)   |      | 8.68 |
|                  | For Up   | o To 10, Add  | 2.16 | 0.00 |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| D4 04 20 44 0004 | For Me   | etal Stud Clip, Add<br>- Amerika Addustration - 204 Objetere Objet I Island Die Deutstechenient Diening and Dependiet Tyling            | 1.88 |      |
| 04 01 20 41-0091 | EA       | System (Helifix® DrvFix®)   |      | 9.78 |
|                  | For Up   | 7 To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 04 00 44 0000 | FOR MA   | 2011 Stud Clip, Add<br>40mm Diagontas, 500mm Langle, 204 Plaining, Stud Lighted Din, Day Mashaning Diaging, and Domadial Tuing          | 1.88 |      |
| 04 01 20 41-0092 | EA       | System (Helifux) DryFix(), 304 Scamess Steet Helical Pin, Dry wechanical Pinning And Remedial Tying                                     |      | 0.03 |
|                  | For Up   | o To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| D4 D4 20 44 0002 | For Me   | stal Stud Clip, Add<br>4 Amer Dispetts, 550mm Longlin, 204 Christope Chaol Llefierd Din, Day Machemian Dispins and Demodial Tuing       | 1.88 |      |
| 04 01 20 41-0093 | EA       | Turnin Diameter, soumin Lengin, 304 Staviless Steel Heacai Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DrvFix®)  |      | 4 07 |
|                  | For Up   | To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| D4 D4 20 44 0004 | FOR MA   | etal Stud Clip, Add<br>4 Amerika Studies - 1994 - 1994 Disintere Obert United Dis. Der Machenical Diseine And Demotiel Tring            | 1.88 |      |
| 04 01 20 41-0094 | EA       | System (Helifux0 DrvFix0)   |      | 6 34 |
|                  | For Up   | o To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 04 00 44 0005 | FOR ME   | 10mm Disperter 200mm Longith 204 Strinkers Steel Helical Din Elay Machanical Dispins lad Domadial Tuing                                 | 1.00 |      |
| 04 01 20 41-0090 | EA       | System (Helifix® DrvFix®).  |      | 9.86 |
|                  | For Up   | o To 10, Add  | 216  |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 04 00 44 0006 | FOF MR   | Star Stud Clip, Add<br>Gran Tananad Ta 6 Error Diameter, 155mm Longth, 204 Stainlass Steel Helical Din, Dry Mechanical Diversity And    | 1.88 |      |
| 04 01 20 41-0050 | EA       | Remedial Tvino System (Helifix® DryFix® Asymmetric)   |      | 6.51 |
|                  | For Up   | To 10, Add  | 216  |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 01 20 41-0007 | FORM     | Ref Stud Glip, Add<br>  | 7.00 |      |
| 04 01 20 41 0037 | 5        | Remedial Tying System (Helifut) DryFix® Asymmetric)   |      | 6.77 |
|                  | For Up   | To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 01 20 41-0098 | FA       | 8mm Tanered To 6 5mm Diameter, 185mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And                                | 1.00 |      |
| 04 01 20 41 0000 | -        | Remedial Tying System (Helifix® DryFix® Asymmetric)   |      | 6.93 |
|                  | For Up   | To 10, Add  | 216  |      |
|                  | For >1   | 0 To 50, Add  | 1.08 |      |
| 04 01 20 41-0099 | FA       | 8mm Tapered To 6 5mm Diameter 195mm Length 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And                                  | 1.00 |      |
|                  |          | Remedial Tying System (Helifix® DryFix® Asymmetric)   |      | 7.05 |
|                  | For Up   | To 10, Add  | 2.16 |      |
|                  | For >1   | 0 To 50, Add  | 1.00 |      |
| 04 01 20 41-0100 | FA       | Amm Tapered To 6 5mm Diameter 220mm Length 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And                                  | 1.00 |      |
|                  | 2.       | Remedial Tying System (Helifix® DryFix® Asymmetric)   |      | 7.40 |
|                  | For Up   | o To 10, Add  | 2.16 |      |
|                  | For >1   | 0 10 50, A00  | 1.00 |      |
| 04 01 20 41-0101 | EA       | Amm Tapered To 6 5mm Diameter 245mm Length 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And                                  | 7.00 |      |
|                  | 2.       | Remedial Tying System (Helifix® DryFix® Asymmetric)   |      | 7.96 |
|                  | For Up   | o To 10, Add  | 216  |      |
|                  | For 14   | u to bu, Add<br>alai Stud Clip, Add   | 1.00 |      |
| 04 01 20 41-0102 | FA       | 8mm Tapered To 6.5mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And                                | 1.00 |      |
|                  | 2.       | Remedial Tying System (Helifix® DryFix® Asymmetric)   |      | 6.17 |
|                  | For Up   | To 10, Add  | 216  |      |
|                  | For 14   | U 10 30, Add<br>alai Siud Clin, Add   | 1.08 |      |
| 04 01 20 41-0103 | EA       | 8mm Tapered To 6.5mm Diameter, 295mm Length, 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And                                | 1.00 |      |
|                  |          | Remedial Tying System (Helifu® DryFix® Asymmetric)  |      | 8.73 |
|                  | For Up   | To 10, Add  | 2.16 |      |
|                  | FOT >1   | o to so, add<br>stal Stud Clip, Add   | 1.00 |      |
|                  | T GE HWS | statu strip, rinu   | 1.00 |      |

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| 04 01 20 41-0104 | EA 10mm Tapered To 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And<br>Remedial Tuting System (Helifing) Dry/Eing) Asymptotic) | 7                                       |
|------------------|---|---|
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 20 41-0105 | For Metal Sub City, Add<br>EA : 10mm Tanarad To Amm Diameter 170mm Longth 304 Stainless Staol Holical Pin. Dry Machanical Pinning And                                 | 7.00                                    |
| 010120110100     | Remedial Tying System (Helling DryFix® Asymmetric)  |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | FOR >10 TO 30, ADD  | 1.00                                    |
| 04 01 20 41-0106 | FA 10mm Tapered To 8mm Diameter 195mm Length 304 Stairless Steel Helical Pin. Dry Mechanical Pinning And  | 7.00                                    |
| 010120110100     | Remedial Tying System (Helifix® DryFix® Asymmetric)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 20 41-0107 | FA Tomm Tanened To Amm Diameter 220mm Length 30d Stainless Steel Helical Pin. Dry Mechanical Pinning And  | 1.00                                    |
|                  | Remedial Tying System (Helilitize DryFixe Asymmetric)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 20 41-0108 | FA 10mm Tanered To 8mm Diameter 245mm Length 304 Stainless Steel Helical Pin. Dry Mechanical Pinning And  | 1.00                                    |
|                  | Remedial Tying System (Helflix® DryFix® Asymmetric)   | 8                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 20 41-0109 | FA Tomm Taneered To Smm Diameter 300mm Length 30d Stainless Steel Helical Pin. Dry Mechanical Pinning And   | 1.00                                    |
| 01 01 20 11 0105 | Remedial Tying System (Helifix) DryFixe Asymmetric)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | Hor >10 To 50, Add  | 1.08                                    |
| 04 01 20 41-0110 | For metal start out only, Add<br>FA 304 Stainless Steel Seismic Connector (Helifiv®) DryFiv®)   | 1.00                                    |
| VI VI X0 41 1110 | Note: For installation over the DryFix® helical pin. Excludes removal of grout from the horizontal mortar joint and   | *************************************** |
|                  | installation of Helibar or 9 gauge continuous wire.   | -                                       |
|                  | For Up To 10, Add   | 1.08                                    |
|                  | Put = 10 10 30, Auu   | 0.04                                    |
|                  |   |   |
| 4 01 20 41-0111  | 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial  |   |
|                  | Tying System (Helifix® DryFix®) (44 01 20 41-0003)  |   |
| 04 01 20 41-0112 | EA 8mm Diameter, 115mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying   |   |
|                  | System (Helifix® DryFix®)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For Metal Stud Clin Add   | 1.00                                    |
| 04 01 20 41-0113 | EA Smm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tving   | 1.00                                    |
|                  | System (Helifix® DryFix®)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 10 50, Add  | 1.08                                    |
| 04 01 20 41-0114 | EA 8mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial Tying   | 7.00                                    |
|                  | System (Helifix® DryFix®)   | 6                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For Viela Stud Clin. Add  | 1.00                                    |
| 04 01 20 41-0115 | FA sim Diameter 195mm Length 316 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial Tving   | 1.00                                    |
|                  | System (Helifix® DryFix®)   | 6                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For Store Stud Cline Add  | 1.08                                    |
| 04 01 20 41-0116 | EA 8mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin. Dry Mechanical Pinning And Remedial Tving   | 1.00                                    |
| 5. 31 LO TI UTIO | System (Helifix® DryFix®)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For Mathe Stud Clip, Add  | 1.08                                    |
| 04 01 20 41-0117 | FA 8mm Diameter 245mm Length 316 Stainless Steel Helica) Pin. Dry Mechanical Pinning And Remedial Tylog   | 1.00                                    |
| 01 01 20 41 VIII | System (Helifix@ DryFix@)   |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 30 41 0110 | For Metal Studi Calp, Add<br>EA Symp Diameter 770mm Levels 146 Stainlass Shall Unliest Din, Dru Machaniert Dinning and Demodial Tuing                                 | 7.00                                    |
| UN UT 20 41-0110 | EX control balancer, 2 rotati lengui, 3 to stati less duer reacti n'il, ory mechanical nimity Ana (cenedia) rying<br>System (Helifaxo Drivina)                        | 7                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 01 20 41 0110 | For Metal Stud City, Add<br>EA _ Sem Diagenter 205mm Longh 215 Stailass Shall Halint Din Dr. Machanical Dinaisa And Donadal Tvina                                     | 1.00                                    |
| 04 01 20 41-0119 | System (Helifix@ DrvFix@).  |   |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
| 04 04 00 44 0400 | For Metal Stud Clip, Add  | 1.88                                    |
| 04 01 20 41-0120 | EA omm Diameter, 320mm Length, 310 Stainless Steel Heikcal Pin, Dry Mechanical Pinning And Remedial (ying<br>System (Helifixoli) DryFixoli)                           | 9                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  | For >10 To 50, Add  | 1.08                                    |
|                  | For Metal Stud Clip, Add  | 1.88                                    |
| 04 01 20 41-0121 | EA 8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitivit) BruEivili).                           | 0                                       |
|                  | For Up To 10, Add   | 2.16                                    |
|                  |   | 4.00                                    |
|                  | For >10 To 50, Add  | 7.00                                    |

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| 04 01 20 41-0122                     | EA 8mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Heliling) DryEly@)  | 0.90   |
|--------------------------------------|--|--|
|                                      | For Up To 10, Add  | 216  |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0123                     | EA 8mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Heliford) DrvFix(R)   | 10.69  |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
| 04 04 00 44 0404                     | For Metal Stud City, Add   | 1.88   |
| 04 01 20 41-0124                     | EA ommi Diameter, ouomin Lengui, sito Stamless Sueel Heircar Hin, Dry Mechanicar Hinning Auto Remediari Tying<br>Svietem (Heilfigte Dry Groß)  | 11 44  |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud City, Add   | 1.88   |
| 04 01 20 41-0123                     | EX omni Diameaer, sourini Langui, sio siamessisiaer nercar nin, biy mechanicar ninning zuki rementari tying<br>System (Heilityk) DryFix(k)   | 14 19  |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
| 04 04 00 44 0400                     | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0120                     | EA similitatilerer, ouurin Lengur, 310 Sianness Steel Heilcar Hin, Dry Mechanicar Hinning And Remediar Tyring.<br>System (Heilfado DryFixob)   | 16.3   |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-012/                     | EA smm Diameter, roumin Lengin, 316 Stalmiess Steel Heirar Hin, Dry Mechanical Plinning And Remedial Tying.<br>System (Hellixit) Dry Evide   | 19.5   |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0128                     | EA 10mm Diameter, 125mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifyth DryCrith).  | 63   |
|                                      | For Up To 10. Add  | 216  |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| J4 01 20 41-0129                     | EA 10mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Holfix@) Do (Six@)   | 6.0  |
|                                      | oyseen (remove tay tay).   | 2 16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0130                     | EA 10mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, bry Mechanical Pinning And Remedial Tying<br>Strategy (Lolifyth) Druck Length, 316 Stainless Steel Helical Pin, bry Mechanical Pinning And Remedial Tying   | 77   |
|                                      | For Up to 10. Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0131                     | EA 10mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifit®) DocEve®)   | 77   |
|                                      | For UD fo 10. Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0132                     | EA 10mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifivit) DryEiviti)  | 80   |
|                                      | For Up to 10. Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0133                     | EA Turrim Diameter, 245mm Lengm, 316 Stainless Steel Harca Pin, Dry Mechanical Pinning And Remedial Tying<br>Strategy (Holfard) Droffurd)  | 0.10   |
|                                      | For I/o 10. Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0134                     | EA Turrim Diameter, Zrumm Lengin, sto Stainless Steel Heicai Pin, Dry Mechanical Pinning And Kemedial Tying<br>Syntam (Habitiya) DryCin(b)   | 9.5  |
|                                      | For UD to 10. Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0135                     | EA TORITE Utameter, JUURITE Length, 316 Staanless Steel Halcar Pin, Dry Mechanical Pinning And Remedial Tying<br>Stream (Hollifyth Druffingh)  | 0.6  |
|                                      | For Up To 10, Add  | 2.16   |
|                                      | For >10 To 50, Add   | 1.08   |
|                                      | For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0136                     | EA 10mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifivit) DryEivite)  | 9.7  |
|                                      | For Up to 10. Add  | 2.16   |
|                                      |  | 1.08   |
|                                      | For >10 To 50, Add   |  |
|                                      | For >10 To 50, Add<br>For Metal Stud Clip, Add   | 1.88   |
| 04 01 20 41-0137                     | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifikh) DryCiv(R)  | 1.88   |
| 04 01 20 41-0137                     | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitix® DryFix®)<br>For Up To 10, Add   | 1.88   |
| D4 01 20 41-0137                     | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitix® DryFix®)<br>For Up To 10, Add<br>For >10 To 50, Add   | 1.88<br>10.0<br>2.16<br>1.08                                   |
| 04 01 20 41-0137                     | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA. 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitix® DryFix®)<br>For Up To 10, Add<br>For >10 To 50, Add<br>For Metal Stud Clip, Add  | 1.88<br>10.03<br>2.16<br>1.08<br>1.88                          |
| 04 01 20 41-0137<br>04 01 20 41-0138 | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitwe DryFixe).<br>For Up To 10, Add<br>For >10 To 50, Add<br>EA 10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>EA 10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying | 1.88<br>   |
| D4 01 20 41-0137<br>D4 01 20 41-0138 | For >10 To 50, Add<br>For Metal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DryFix®).<br>For Up To 10, Add<br>For >10 To 50, Add<br>EA 10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helifix® DryFix®).<br>For Up To 10, Add   | 1.88<br>10.03<br>2.16<br>1.08<br>1.88<br>10.76<br>2.16         |
| 04 01 20 41-0137<br>D4 01 20 41-0138 | For >10 To 50, Add<br>For Netal Stud Clip, Add<br>EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitwo DryFix®).<br>For Up To 10, Add<br>For Netal Stud Clip, Add<br>EA 10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying<br>System (Helitwo DryFix®).<br>For Up To 10, Add<br>For Voto 30, Add                                   | 1.88<br>10.03<br>2.16<br>1.08<br>1.68<br>10.76<br>2.16<br>1.08 |

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MINOR CSI UOM DESCRIPTION

| 04 01 20 41-0139 | EA 10mm Diameter, 500mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying   | 44.70 |
|------------------|--|-------|
|                  | System (Heimore UryFuxe)   | 2 16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0140 | EA 10mm Diameter, 550mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying   |       |
|                  | System (Helifix® DryFix®)  |       |
|                  |  | 2.10  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0141 | EA 10mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying   |       |
|                  | System (Helifix® DryFix®)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For Metal Stud Clip Add  | 1.00  |
| 04 01 20 41-0142 | EA 10mm Diameter, 700mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying   |       |
|                  | System (Helifix® DryFix®)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For Put to DU, Add   | 1.00  |
| 04 01 20 41-0143 | EA. Smm Tapered To 6 5mm Diameter 155mm Length 316 Stainless Steel Helical Pin. Dry Mechanical Pinning And   | 1.00  |
| 01 01 20 41 0140 | Remedial Tying System (Heilfix® DryFix® Asymmetric)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
| 04 01 20 41-0144 | For Metal Statu Gip, Add   | 7.00  |
| UH VI 20 41-0144 | Remedial Tving System (Helifix@ DryFix@ Asympetric)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0145 | EA smm lapered to 6.5mm Ulameter, 185mm Length, 316 Stanless Steel Helical Ph, Dry Mechanical Phning And<br>Reneardial Tving System (Helifyid) Droffing Asympatric)      | 7 90  |
|                  | For Up To 10. Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0146 | EA 8mm Tapered To 6.5mm Diameter, 195mm Length, 316 Stanless Steel Helical Pin, Dry Mechanical Pinning And<br>Deposition (Helicate Deposition Anomenation)               | 0.44  |
|                  | remediat tying system (nemice biyrixe Asymmetric)  | 2 16  |
|                  | For>10 To 50, Add  | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0147 | EA 8mm Tapered To 6.5mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And  |       |
|                  | Remedial Lying System (Heimore Dry-ixe Asymmetric)   | 2 46  |
|                  | For >10 To 50. Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0148 | EA 8mm Tapered To 6.5mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And  |       |
|                  | Remedial Tying System (Helifix® DryFix® Asymmetric)  |       |
|                  | For op To To, Aud  | 1 08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0149 | EA 8mm Tapered To 6.5mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And  |       |
|                  | Remedial Tying System (Helifix® DryFix® Asymmetric)  |       |
|                  | For Up To TU, Add  | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0150 | EA 8mm Tapered To 6.5mm Diameter, 295mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And  |       |
|                  | Remedial Tying System (Helifix® DryFix® Asymmetric)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  |  | 1.00  |
| 04 01 20 41-0151 | EA 10mm Tapered To 8mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And   |       |
|                  | Remedial Tying System (Helifix® DryFix® Asymmetric)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
| 04 01 20 41-0152 | FA 10mm Tanzered To Amm Diameter 170mm Length 316 Stainless Steel Helical Pin. Dry Mechanical Pinning And  | 1.00  |
| 01 01 20 11 0102 | Remedial Tying System (Heilinx® DryFix@ Asymmetric)  |       |
|                  | For Up To 10, Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
| 04 04 30 44 0463 | For Metal Stud City, Add   | 1.88  |
| 04 01 20 41-0103 | EX Torrent rapered to anim barriede, isomit Lengul, 3 to stankess sizes relical Fitt, by wechanical Fitting And<br>Remedial Tving System (Helifixid Div/Ex/R Asymmetric) | 9 26  |
|                  | For Up To 10, Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0154 | EA TUMM Tapered To 8mm Diameter, ZZUMM Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And<br>Remedial Tvino System (Helifixth DryFixth Asymmetric)      | 0.52  |
|                  | For Up To 10. Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
| 04 01 20 41-0155 | EA 10mm Tapered To 8mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And<br>Persential Type System (Helifivit) DryEivit) Asymptotics   | 0.72  |
|                  | For Up To 10. Add  | 2.16  |
|                  | For >10 To 50, Add   | 1.08  |
|                  | For Metal Stud Clip, Add   | 1.88  |
|                  |  |       |



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# SAMPLE TECHNICAL SPECIFICATIONS



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#### SECTION 04 01 20 51 - CLAY MASONRY RESTORATION AND CLEANING

#### 1.1 GENERAL

- A. Description Of Work
  - 1. This specification covers the furnishing and installation of materials for clay masonry restoration and cleaning. Products shall be as follows or as directed by NJPA Member. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

#### B. Summary

- 1. Section includes maintenance of unit masonry consisting of brick and terra cotta clay masonry restoration and cleaning as follows:
  - a. Unused anchor removal.
  - b. Repairing unit masonry, including replacing units.
  - c. Painting steel uncovered during the work.
  - d. Reanchoring veneers.
  - e. Repointing joints.
  - f. Preliminary cleaning, including removing plant growth.
  - g. Cleaning exposed unit masonry surfaces.
- 2. Owner-Furnished Material: Salvaged brick (if salvaged brick is available from NJPA Member for reuse).
- C. Definitions
  - 1. Very Low-Pressure Spray: Under 100 psi (690 kPa).
  - 2. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
  - 3. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
  - 4. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
  - 5. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.
- D. Preconstruction Testing
  - 1. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows.
    - a. Existing Brick and Terra Cotta: Test each type of existing masonry unit indicated for replacement, according to testing methods in ASTM C 67 for compressive strength, 24hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by NJPA Member. Take testing samples from these units.
    - b. Existing Mortar: Test according to ASTM C 295, modified as agreed by testing service and NJPA Member for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength. Use X-ray diffraction, infrared spectroscopy, and differential thermal analysis as necessary to supplement microscopical methods. Carefully remove existing mortar from within joints at five locations designated by NJPA Member or testing service.
    - c. Temporary Patch: as directed by NJPA Member, provide temporary materials at locations from which existing samples were taken.
    - d. Replacement Brick and Terra Cotta: Test each proposed type of replacement masonry unit, according to sampling and testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
- E. Submittals



- 1. Product Data: For each type of product indicated.
- 2. Shop Drawings: For the following:
  - a. Full-size patterns with complete dimensions for new terra cotta units, specially molded brick shapes, and brick arches and their jointing, showing relation of existing to new units.
  - b. Setting number of each new terra cotta unit and its location on the structure in annotated plans and elevations.
  - c. Provisions for expansion joints or other sealant joints.
  - d. Provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  - e. Replacement and repair anchors. Include details of anchors within individual masonry units, with locations of anchors and dimensions of holes and recesses in units required for anchors.
- 3. Samples: For each exposed product and for each color and texture specified.
- 4. Preconstruction Test Reports.
- F. Quality Assurance
  - 1. Restoration Specialist Qualifications: Engage an experienced, preapproved masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
    - a. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
    - b. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
    - c. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
  - 2. Terra Cotta Manufacturer Qualifications: A firm regularly engaged in manufacturing custom architectural terra cotta units for building restoration purposes, of same type and of similar size, complexity, and tolerances as those required for the Work.
  - 3. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
    - a. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
      - 1) Replacement:
        - a) Four brick units replaced.
        - b) Four terra cotta units replaced.
      - 2) Reanchoring Veneers: Install three masonry repair anchors in mockup wall assembly of each anchor type required.
      - 3) Patching: Three small holes at least 1 inch (25 mm) in diameter **OR** as directed, **as directed**, for each type of masonry material indicated to be patched, so as to leave no evidence of repair.
      - 4) Widening Joints: Widen a joint in 2 separate locations, each approximately 12 inches (300 mm) long **OR** as directed, **as directed**.
    - b. Repointing: Rake out joints in 2 separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide **OR** as indicated, **as directed**, for each type of repointing required and repoint one of the areas.



- c. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) **OR** as indicated, **as directed**, for each type of masonry and surface condition.
- 4. Preinstallation Conference: Conduct conference at Project site.
- G. Delivery, Storage, And Handling
  - 1. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavyduty cartons.
  - 2. Deliver each piece of terra cotta with code mark or setting number on unexposed face, corresponding to Shop Drawings, using nonstaining paint.
  - 3. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
  - 4. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
  - 5. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
  - 6. Store lime putty covered with water in sealed containers.
  - 7. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- H. Project Conditions
  - 1. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
  - Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
  - 3. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated:
    - a. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
    - b. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.
    - c. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
  - 4. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
  - 5. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

#### 1.2 PRODUCTS

- A. Masonry Materials
  - 1. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
    - a. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork.
      - 1) Physical Properties per ASTM C 67:
      - 2) For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.



- b. Special Shapes:
  - Provide specially molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
  - 2) Provide specially ground units, shaped to match patterns, for arches and where indicated.
  - 3) Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are not acceptable procedures for fabricating special shapes.
- c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 216, Type FBX **OR** Comply with tolerance requirements in ASTM C 216, Type FBS, **as directed**.
- 2. Building Brick: Provide building brick complying with ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.
  - a. Grade SW where in contact with earth.
  - b. Grade SW, MW, or NW for concealed backup.
- 3. Salvaged Brick: Obtain salvaged brick from NJPA Member from location shown on Drawings. Clean off residual mortar.
- 4. Glazed Terra Cotta: Provide new terra cotta units to match existing terra cotta units in body composition, physical properties, color, gloss, surface texture, thickness, profile, dimensions, and composition of surface glaze.
  - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
    - 1) Physical Properties per ASTM C 67:
  - b. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
- 5. Brownstone Terra Cotta: Provide new, unglazed, brownstone terra cotta units to match existing terra cotta units in body composition, physical properties, colors, color variation within units, surface texture, unit profile, and dimensions.
  - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
  - b. Physical Properties per ASTM C 67:
  - c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
  - d. For existing terra cotta that exhibits a range of colors or color variation within units, provide terra cotta that proportionally matches that range and variation rather than terra cotta that matches an individual color within that range.

#### B. Mortar Materials

- 1. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
  - a. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- 2. Hydrated Lime: ASTM C 207, Type S.
- 3. Factory-Prepared Lime Putty: ASTM C 1489.
- 4. Quicklime: ASTM C 5, pulverized lime.
- 5. Mortar Sand: ASTM C 144 unless otherwise indicated.
  - a. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
  - b. For pointing mortar, provide sand with rounded edges.
  - c. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- 6. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- 7. Water: Potable.



1.

- C. Manufactured Repair Materials
  - Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry.
    - a. Use formulation that is vapor- and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than the masonry units being repaired, and develops high bond strength to all types of masonry.
    - b. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
    - c. Formulate patching compound used for patching brick and terra cotta in colors and textures to match each masonry unit being patched.
  - 2. Terra Cotta Glaze Replacement: A high-solids, nonyellowing, fade-resistant, waterborne polyurethane or epoxy coating intended for exterior use as terra cotta glaze replacement. Product shall be custom mixed by manufacturer to match color and gloss of existing terra cotta glaze.
- D. Paint Removers
  - 1. Alkaline Paste Paint Remover: Manufacturer's standard alkaline paste formulation for removing paint coatings from masonry.
  - 2. Covered or Skin-Forming Alkaline Paint Remover: Manufacturer's standard covered or skinforming alkaline formulation for removing paint coatings from masonry.
  - 3. Solvent-Type Paint Remover: Manufacturer's standard water-rinsable, solvent-type gel formulation for removing paint coatings from masonry.
  - 4. Low-Odor, Solvent-Type Paint Remover: Manufacturer's standard low-odor, water-rinsable solvent-type gel formulation, containing no methanol or methylene chloride, for removing paint coatings from masonry.
- E. Cleaning Materials
  - 1. Water: Potable.
  - 2. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
  - 3. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
  - 4. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
  - 5. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
  - 6. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
  - 7. Mild Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.
  - 8. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.
  - 9. Two-Part Chemical Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.
- F. Accessory Materials
  - 1. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
  - 2. Terra Cotta Anchors: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors from Type 304 **OR** Type 316, **as directed**, stainless steel.



- 3. Masonry Repair Anchors, Expansion Type: Mechanical fasteners designed for masonry veneer stabilization consisting of 1/4-inch- (6-mm-) diameter, Type 304 OR Type 316, as directed, stainless-steel rod with brass expanding shells at each end and water-shedding washer in the middle. Expanding shells shall be designed to provide positive mechanical anchorage to veneer on one end and backup masonry on the other.
- 4. Masonry Repair Anchors, Spiral Type: Type 304 **OR** Type 316, **as directed**, stainless-steel spiral rods designed to anchor to backing and veneer. Anchors are flexible in plane of veneer but rigid perpendicular to it.
  - a. Provide adhesive-installed anchors complete with manufacturer's standard epoxy adhesive and injection tubes, or other devices required for installation.
  - b. Provide driven-in anchors designed to be installed in drilled holes and relying on screw effect rather than adhesive to secure them to backup and veneer.
- 5. Masonry Repair Anchors, Rod/Screen Tube Type: Stainless-steel screen tube with or without Type 304 **OR** Type 316, **as directed**, stainless-steel rod, adhesive installed by injection with manufacturer's standard epoxy adhesive, complete with other devices required for installation.
- 6. Sealant Materials:
  - a. Provide manufacturer's standard chemically curing, elastomeric sealant(s) of base polymer and characteristics indicated below that comply with applicable requirements in Division 07 Section "Joint Sealants".
    - 1) Single-component, nonsag urethane sealant.
  - b. Colors: Provide colors of exposed sealants to match colors of masonry adjoining installed sealant unless otherwise indicated.
  - c. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing the 100 sieve.
- 7. Joint-Sealant Backing:
  - a. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - b. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where acceptable.
- 8. Setting Buttons: Resilient plastic buttons, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.
- 9. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
- 10. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - a. Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" **OR** SSPC-SP 3, "Power Tool Cleaning" **OR** SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", **as directed**, surface preparation according to manufacturer's literature or certified statement.
  - b. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 11. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - a. Previous effectiveness in performing the work involved.
  - b. Little possibility of damaging exposed surfaces.
  - c. Consistency of each application.
  - d. Uniformity of the resulting overall appearance.
  - e. Do not use products or tools that could do the following:
    - 1) Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.



- 2) Leave a residue on surfaces.
- G. Mortar Mixes
  - 1. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
  - 2. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
    - a. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
  - 3. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without NJPA Member's approval.
    - a. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-tocement ratio of 1:10 by weight.
  - 4. Do not use admixtures in mortar unless otherwise indicated.
  - 5. Mortar Proportions: Mix mortar materials in the following proportions:
    - a. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
      - 1) Add mortar pigments to produce mortar colors required.
    - b. Pointing Mortar for Terra Cotta: 1 part white portland cement, 1 part lime, and 6 parts sand.
      - 1) Add mortar pigments to produce mortar colors required.
    - c. Rebuilding (Setting) Mortar: Same as pointing mortar except mortar pigments are not required, **as directed**.
    - d. Rebuilding (Setting) Mortar: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
    - e. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
- H. Chemical Cleaning Solutions
  - 1. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
  - 2. Acidic Cleaner Solution for Brick and Brownstone Terra Cotta: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.
  - 3. Acidic Cleaner Solution for Glazed Terra Cotta: Dilute with water to concentration demonstrated by testing that does not etch or otherwise damage terra cotta surface, but not greater than that recommended by chemical-cleaner manufacturer.

#### 1.3 EXECUTION

- A. Protection
  - 1. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
    - a. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
  - 2. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.



- Cover adjacent surfaces with materials that are proven to resist chemical cleaners used a. unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
- b. Keep wall wet below area being cleaned to prevent streaking from runoff.
- Do not clean masonry during winds of sufficient force to spread cleaning solutions to c. unprotected surfaces.
- Neutralize and collect alkaline and acid wastes for disposal off NJPA Member's property. d.
- Dispose of runoff from cleaning operations by legal means and in a manner that prevents e. soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- 3. Prevent mortar from staining face of surrounding masonry and other surfaces.
  - Cover sills, ledges, and projections to protect from mortar droppings. a.
  - Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering. b.
  - Immediately remove mortar in contact with exposed masonry and other surfaces. c.
  - d. Clean mortar splatters from scaffolding at end of each day.
- 4. Remove gutters and downspouts adjacent to masonry and store where indicated during masonry restoration and cleaning. Reinstall when masonry restoration and cleaning are complete.
  - Provide temporary rain drainage during work as indicated to direct water away from a. building.
- Β. Unused Anchor Removal
  - Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use 1. unless identified as historically significant or indicated to remain.
    - Remove items carefully to avoid spalling or cracking masonry. a.
    - Where directed, if an item cannot be removed without damaging surrounding masonry, do b. the following:
      - Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a 1) recess of same depth in surrounding masonry as close around item as practical.
      - 2) Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
    - Patch the hole where each item was removed unless directed to remove and replace the c. masonry unit.
- C. **Brick Removal And Replacement** 
  - At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be 1. Carefully demolish or remove entire units from joint to joint, without damaging reused. surrounding masonry, in a manner that permits replacement with full-size units.
    - When removing single bricks, remove material from center of brick and work toward a. outside edges.
  - 2. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  - 3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items. 4.
    - Remove in an undamaged condition as many whole bricks as possible.
      - Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, a. and water.
      - b. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
      - Store brick for reuse. Store off ground, on skids, and protected from weather. c.
      - Deliver cleaned brick not required for reuse to NJPA Member unless otherwise indicated. d.
  - Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in 5. preparation for replacement.



- 6. Replace removed damaged brick with other removed brick and salvaged brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.
- 7. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - a. Maintain joint width for replacement units to match existing joints.
  - b. Use setting buttons or shims to set units accurately spaced with uniform joints.
- 8. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - a. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  - b. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
  - c. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- D. Terra Cotta Removal And Replacement
  - 1. At locations indicated, remove terra cotta units that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  - 2. Support and protect remaining masonry that was supported by removed units. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  - 3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
  - 4. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
  - 5. Install replacement units into bonding and coursing pattern of existing units.
    - a. Do not cut or grind glazed terra cotta.
      - b. If minor cutting of replacement brownstone terra cotta is required, use a motor-driven grinder or saw designed to cut masonry with clean, sharp, unchipped edges. Do not cut or grind more than 1/8 inch (3 mm) along any edge.
      - c. Use setting buttons or shims to set units accurately spaced with uniform joints.
  - 6. Set replacement units in a full bed of mortar. Replace existing anchors with new anchors of size and type indicated.
    - a. Embed anchors in mortar and fill voids behind units with mortar.
    - b. Tool exposed mortar joints in repaired areas to match joints of surrounding existing terra cotta.
    - c. Rake out mortar used for laying terra cotta before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
    - d. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- E. Reanchoring Veneers
  - 1. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches (400 mm) o.c. vertically and 32 inches (800 mm) o.c. horizontally unless otherwise indicated. Install at locations to avoid penetrating flashing.
  - 2. Recess anchors at least 5/8 inch (16 mm) from surface of mortar joint and fill recess with pointing mortar.
- F. Painting Steel Uncovered During The Work



- 1. Inspect steel exposed during masonry removal. Where NJPA Member determines that it is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  - Remove paint, rust, and other contaminants according to SSPC-SP 2, "Hand Tool Cleaning" OR SSPC-SP 3, "Power Tool Cleaning" OR SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", as directed, as applicable to meet paint manufacturer's recommended preparation.
  - b. Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- 2. If on inspection and rust removal, the cross section of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm), notify NJPA Member before proceeding.
- G. Masonry Unit Patching
  - 1. Patch the following masonry units unless another type of replacement or repair is indicated:
    - a. Units indicated to be patched.
    - b. Units with holes.
    - c. Units with chipped edges or corners.
    - d. Units with small areas of deep deterioration.
  - 2. Remove and replace existing patches unless otherwise indicated or approved by NJPA Member.
  - 3. Patching Bricks:
    - a. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
    - b. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
    - c. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
    - d. Rinse surface to be patched and leave damp, but without standing water.
    - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
    - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
    - g. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
    - h. Keep each layer damp for 72 hours or until patching compound has set.
  - 4. Patching Terra Cotta:
    - a. Remove deteriorated material as determined by sounding gently with a small hammer. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
    - b. Where mortar joints adjacent to patch are open, fill back of joints with pointing mortar and allow to cure before patching terra cotta. Leave space for pointing joints according to "Repointing Masonry" Article.
    - c. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of unit.
    - d. Rinse surface to be patched and leave damp, but without standing water.
    - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
    - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
    - g. Do not apply patching compound over mortar joints. If patching compound bridges mortar joints, cut out joints after patching compound hardens.

# ATTACHMENT 3

## NJPA AMENDMENT

# AMENDMENT TO NJPA Contract #071415-GGI

This amendment ("Amendment") to the Contract #071415-GGI ("Agreement") is effective on The date hereof, by and between National Joint Powers Alliance ("NJPA") and The Gordian Group, Inc. ("Gordian") in regards and specific to the adopted State Wide Contract issued by the Department of Administrative Services ("DOAS") on behalf of the Authorized Users in the State of Georgia.

All parties agree that certain terms within the Agreement should be updated and amended with regard to certain procedures in place for the NJPA ezIQC contracts to provide for price escalation language.

Gordian and NJPA desire to amend the Agreement only to the extent provided in this Amendment.

For the reasons described in this Amendment, the parties agree that:

1. Contract #071415-GGI shall be amended to include the following:

"On or before April 1 of each calendar year occurring after the date of this Amendment, and prior to the annual update of the Construction Task Catalog<sup>®</sup> ("CTC"), Gordian will deliver to DOAS an updated CTC for review. DOAS will also be provided with a detailed list of the 500 most commonly used tasks, provided the tasks have increased or decreased, as applicable, in excess of the National Bureau of Labor Statistics, Producer Price Index ("PPI") – Commodities Series ID: WPU802.

NJPA may request changes to the pricing in the updated CTC provided such changes are agreed upon between NJPA and DOAS. In the event NJPA and DOAS are unable to agree to any pricing changes included in the updated CTC Gordian shall, at the direction of NJPA and as directed by DOAS, remove such line items from the updated CTC. In the event NJPA and DOAS are unable to agree to any pricing changes included in the updated CTC, but DOAS elects to retain such line items in the CTC, Gordian shall provide to NJPA, DOAS and State of Georgia Authorized Users a report including any such line items, the applicable price change included in the updated CTC, and a notation that the applicable line items have been increased in excess of the PPI set forth above for the applicable time period.

After the CTC has been approved by DOAS, Gordian will deliver the updated CTC to the General Contractors on or before June 1 of each calendar year occurring after the date of this Amendment for review and acceptance prior to accepting new work.

2. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

NATIONAL JOINT POWERS ALLIANCE®

By\_\_\_\_\_\_Authorized Signature-Signed

By <u>Chad Coauette</u> Printed Name

Executive Director/CEO Title Date



GORDIAN GROUP

Amme By\_

Authorized Signature-Signed

By Ammon T. Lesher Printed Name

Vice President, Legal Affairs Title

February 12, 2016

Date

## ATTACHMENT 4

AGREEMENT FOR PROFESSIONAL SERVICES

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and The Gordian Group, Inc., a Georgia corporation ("Consultant"), on June 1, 2017 (the "Agreement").

#### Introduction

WHEREAS, the County has a need for services involving the provision of a Job Order Contracting ("JOC") system and related services;

WHEREAS, the County is authorized to utilize such services under California Public Contract Code section 20128.5;

WHEREAS, the National Joint Powers Alliance, ("NJPA") is a national municipal contracting public agency operating as a member-driven service cooperative to provide contracted products, equipment and service opportunities to education, government and non-profit entities;

WHEREAS, the powers exercised by NJPA are consistent with the requirements of California Government Code section 6502;

WHEREAS, Consultant and NJPA are parties to Contract No. 071415-GGI, dated September 15, 2015 (the "NJPA Contract") under which Consultant is authorized to provide a JOC system and related services to eligible NJPA members under pricing and other terms as set forth in the NJPA Contract;

WHEREAS, as part of the NJPA Contract, Consultant offers to NJPA members the JOC system and services set forth herein at the same pricing terms set forth herein;

WHEREAS, the County desires to procure the JOC system and services set forth herein in accordance with the pricing terms of the NJPA Contract;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

#### Terms and Conditions

#### 1. <u>Scope of Work</u>

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Excluding the Proprietary Information as set forth in the JOC System License of Section 1.6, any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement and subject to this Section 1.2 shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement and subject to Section 1.2 are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

1.6 The Gordian Group, Inc. ("The Consultant") hereby grants to the County of Stanislaus (the "County"), and the County hereby accepts from The Consultant for the term of this Agreement, a nonexclusive, non-transferrable right, privilege and license to The Consultant's Job Order Contracting ("JOC") System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the County's JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian<sup>®</sup> applications and support documentation, Construction Task Catalog<sup>®</sup>, training materials and other proprietary materials provided by The Consultant. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the County shall return to The Consultant all Proprietary Information in the County's possession. County will not retain copies of any Proprietary Information unless required by California or Federal law.

The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of The Consultant in the Proprietary Information during and after the term of this Agreement and to the extent allowed by California law shall at all times maintain confidentiality with regard to the Proprietary Information provided to the County. The County will disclose Proprietary Information as required by applicable law or regulation, and, will put forth every effort to give the Consultant prompt written notice of a request for disclosure of Proprietary Information so that The Consultant may seek a protective order or other appropriate legal or equitable remedy to prevent or minimize such disclosure.

The Consultant agrees to grant a license to each contractor that is awarded a JOC contract by the County., provided the County includes licensing language in the JOC contract notifying the JOC contractor of the contractor license fee assessed by Gordian for the access and use of the Proprietary Information in connection with the County JOC contract.

Upon expiration or termination of this Agreement as provided herein, The Consultant shall provide all data generated by the County in a form accessible by a standard database program, such as Microsoft Access.

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

### 2. <u>Consideration</u>

2.1 The Consultant shall be compensated based on a percentage of the construction volume procured by the County utilizing the JOC System, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

#### 3. <u>Term</u>

3.1 The term of this Agreement shall commence on the date set forth on page 1, and shall expire sixty (60) months thereafter, unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement for any reason upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

#### 4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

#### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement (see section 6), Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

#### 6. Requests for Information and Documents, exceptions to section 5.

The County will assume the following duties and responsibilities in connection with this Agreement:

6.1 The County shall review all documentation and requests for information submitted by Consultant in a reasonably timely manner.

6.2 The County shall provide all reasonable information regarding requirements for the JOC program, including but not limited to, facilities lists, current County procedures, programs, technical specifications and bidding information.

6.3 The County shall designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.

6.4 The County shall provide work space and access to the internet, copiers and printers for use by Consultant's onsite staff.

6.5 The County shall be responsible for reproduction of the Construction Task Catalog<sup>®</sup>, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors.

#### 7. <u>Insurance</u>

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

#### 8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

#### 9. <u>Status of Consultant</u>

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Consultant is permitted to provide services to others during the same period service is

provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

#### 10. <u>Records and Audit</u>

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

#### 11. <u>Confidentiality</u>

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

#### 12. Nondiscrimination

12.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et

seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

#### 13. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

#### 14. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

#### 15. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

| To County:                 | All correspondence other than payments to Consultant: | Payments to Consultant:    |
|----------------------------|---|----------------------------|
| Department of Public Works | The Gordian Group, Inc.                               | The Gordian Group, Inc.    |
| Attn: Matt Machado         | 30 Patewood Drive, Suite 350                          | P.O. Box 301013            |
| 1716 Morgan Road           | Greenville, SC 29615                                  | Los Angeles, CA 90030-1013 |
| Modesto, CA 95358          | Attn: General Counsel                                 |                            |

#### 16. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

#### 17. <u>Severability</u>

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

#### 18. <u>Amendment</u>

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

#### 19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

#### 20. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

#### 21. <u>Construction</u>

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

#### 22. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

Bv:

Matt Machado, PE, LS Director of Public Works

"County"

APPROVED AS TO FORM: John P. Doering, County Counsel

By:

Amanda DeHart Deputy County Counsel THE GORDIAN GROUP, INC.

Bv:

Ammon T. Lesher Vice President and General Counsel

"Consultant"

#### EXHIBIT A

#### A. SCOPE OF WORK

Consultant will perform the duties and responsibilities specified below to develop, implement and support the County's JOC program:

- 1. **JOC System License** The Consultant shall provide the County with a license to use The Consultant's proprietary JOC System as outlined in Section 1.6 of this Agreement, ("JOC System License").
- 2. Unit Price Book The Consultant shall prepare a customized unit price book, known as a Construction Task Catalog®, containing prices covering material, equipment and labor costs for various units of construction selected by the County, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local subcontractors and suppliers) shall be used to price the Construction Task Catalog. The use of generic factors to localize prices is not acceptable. Contractor shall provide unit prices for demolition for each construction task. Contractor shall accompany every cost to install an item or unit by a corresponding cost to remove the same item or unit. Tasks may have several modifiers that adjust the price for variations in materials or for quantity discounts. Consultant shall provide an electronic version of the Construction Task Catalog to an unlimited number of prospective JOC Contractors at no charge and without the requirement that the prospective JOC Contractors obtain a JOC System License.
- 3. Technical Specifications The Consultant shall prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Construction Task Catalog. Where available, The Consultant shall incorporate the County's standard specifications into the Technical Specifications for each Construction Task Catalog.
- 4. Contractual Terms and Conditions and Bid Forms The Consultant shall prepare, in conjunction with County staff, general terms and conditions and bid forms which incorporate JOC language and forms with all appropriate County contract language and forms.
- 5. Information Management System The Consultant shall provide the County with access to the Gordian® JOC information management application ("IMS") for an unlimited number of County and JOC contractor users. The IMS must be capable of providing full project tracking, developing cost proposals, preparing independent County estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking subcontractor participation, and generating standard reports for the County.
- 6. Procurement Support The Consultant shall provide the County with procurement support to market the County JOC Program to potential JOC contractors. The Consultant shall organize and conduct pre-bid meetings with interested bidders and make presentations on behalf of the County, with various business and contracting organizations. The Consultant's

personnel assigned to perform procurement support must have extensive JOC procurement experience. During the development and implementation of the JOC program, The Consultant will conduct informational meetings with representatives from the construction community within the County.

- 7. Training Program The Consultant shall develop and conduct all training programs for the County and JOC contractor staff to ensure the JOC program functions properly. The training programs must include specialized training courses that will involve all parties utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training shall be "hands on" with functional use and individual performance as the objective. Actual County projects that the County plans to perform through JOC must be included in the training programs.
- 8. JOC Program Development The Consultant shall provide development, implementation, and on-going support of the County JOC program, including development of the execution procedures that will be used to operate the County JOC program. The Consultant shall participate in informational meetings with County representatives.
- 9. On-Going Technical Support The Consultant shall provide as-needed, ongoing technical support during normal business hours, including, but not limited to, assisting the County with JOC program execution, analyzing the task order proposals, troubleshooting and continuous system monitoring, updating contract documents, assisting with the procurement of additional JOC contractors, providing the County with access to applicable updates and revisions to the IMS, providing technical support for the JOC IMS, and providing training for new County staff and JOC contractors. Providing on-going technical support is considered a vital component to ensuring a successful County JOC program.
- 10. Job Order Development In addition, The Consultant will assist with the developing of individual Job Orders from project identification to issuance of the Job Order by performing the following services:
  - (a) **Project Identification** When a project is identified by the County, a The Consultant Account Manager will assist County staff with determining whether the project is appropriate for JOC.
  - (b) Joint Scope Meeting A The Consultant Account Manager will quickly schedule a Joint Scope Meeting at the project site to help the County and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal.
  - (c) Develop Detailed Scope of Work Next The Consultant will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. The Consultant will also assist with resolving issues when project plans and actual conditions vary.

- (d) Request for Price Proposal After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Consultant Account Manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- (e) Preparation of Price Proposal Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. The Consultant's IMS will automatically multiply the unit price of the task by the required quantities times the JOC contractor's competitively bid adjustment factor.
- (f) Price Proposal Review Then, a Consultant Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and shall ask the JOC contractor to make any required changes. The Consultant shall also obtain and review any County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then, the Consultant Account Manager shall submit the Price Proposal and related documents to the County.
- (g) **Issue Job Order** Once the County approves the Price Proposal and related documents, and decides to move forward with the project, the County will be responsible for the issuance of a purchase order to the selected JOC contractor and the management of the construction work.

#### B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. In consideration for the development, implementation and license to the JOC System, as set forth in paragraphs A(1) - A(9), the Consultant shall be paid a County License Fee equal to One and Ninety-Eight Hundredths Percent (1.98%) of the value of work procured by the County using the JOC System.

2. In consideration for the Job Order development services as set forth in paragraph A(10), the Consultant shall be paid a Job Order Development Fee equal to Three and Eight Hundredths Percent (3.08%) of the value of work procured by the County using the JOC System.

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$500,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

4. The County License Fee and Job Order Development Fee shall be payable upon the

issuance of a Job Order, Purchase Order or similar purchasing document to a JOC contractor by the County. Consultant shall submit invoices to the County monthly for any Job Orders issued by the County in the previous month. Invoices shall be paid in accordance with the terms and conditions set forth in the Agreement.

#### D. INVOICE TO:

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Invoices shall be submitted to:

Matt Machado Director of Public Works 1716 Morgan Road Modesto, CA 95358

Prof. Serv. AgmL (Rev. 7.22.16 AMD)