



togetherforbetter

CLARK COUNTY, NEVADA

**CBE NO. 607638-25
JOB ORDER CONTRACTING CONSULTING SERVICES
AND SOFTWARE LICENSE AGREEMENT**

THE GORDIAN GROUP, INC.
NAME OF FIRM
Jo Medelman, Vice President, West Sector
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
30 Patewood Drive Building 2, Suite 350 Greenville, South Carolina 29615
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(800) 874-2291 (213) 222-3383
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
J.MEDELMAN@GORDIAN.COM
E-MAIL ADDRESS

607638-25

JOB ORDER CONTRACTING CONSULTING SERVICES AND SOFTWARE LICENSE AGREEMENT

This Contract is made and entered into this _____ day of _____ 20_____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and THE GORDIAN GROUP, INC. (hereinafter referred to as CONSULTANT), for JOB ORDER CONTRACTING CONSULTING SERVICES AND SOFTWARE LICENSE AGREEMENT hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, CONSULTANT has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from date of award through June 30, 2032, with the option to renew for three (3), one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional six (6) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A). for the not to exceed amount of \$1,500,000 annually It is expressly understood that the entire work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

B. Progress Payments

CONSULTANT may be entitled to periodic payments for work completed in accordance with the completion of tasks and the fee schedule indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - c. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount CONSULTANT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.
7. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: RPM D&C Central Invoice Processing at rmdcinvoices@ClarkCountyNV.gov and copy the designated COUNTY representative and COUNTY'S Job Order Contract manager.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CONSULTANT will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to CONSULTANT.

SECTION III: SCOPE OF WORK

Services to be performed by CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in CONSULTANT 'S cost or time required for performance of any services under this Contract, CONSULTANT shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by CONSULTANT of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by CONSULTANT shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT shall follow COUNTY'S standard procedures as followed by COUNTY'S staff regarding programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by CONSULTANT, without prior written approval of COUNTY.
- B. Approval by COUNTY of CONSULTANT 'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CONSULTANT'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of CONSULTANT'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, John Advent, Real Property Management, telephone number (702) 455-5476 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. CONSULTANT shall not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.
- F. COUNTY agrees to perform the following responsibilities necessary for CONSULTANT to perform the work set forth in Exhibit A.
 - 1. COUNTY will provide full information regarding requirements for the JOC program, including but not limited to facilities lists, current COUNTY procedures, programs, standards and guidelines and bidding information.
 - 2. COUNTY will designate, in writing, a representative(s) who shall render or obtain decisions pertaining to the JOC program, in a timely manner.
 - 3. COUNTY will provide workspace and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by CONSULTANT'S on-site staff.
 - 4. COUNTY will be responsible for reproduction of the Construction Task Catalog®, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the Bid packages distributed to construction contractors.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If CONSULTANT'S performance of services is delayed or if CONSULTANT'S sequence of tasks is changed, CONSULTANT shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of thirty (30) business days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT 'S default.
 - b. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of CONSULTANT to fulfill contractual obligations it is determined that CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event CONSULTANT shall cease conducting business, COUNTY will have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

SECTION X: INSURANCE

- A. CONSULTANT shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. CONSULTANT shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Real Property Management
Attn: John Advent, Deputy Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155

TO CONSULTANT: The Gordian Group, Inc.
Attn: Kris Gorriarán, President
30 Patewood Drive
Greenville, South Carolina 29615

TO CONSULTANT: The Gordian Group, Inc.
(For Insurance Notices) Attn: Angie Michelini
30 Patewood Drive
Greenville, South Carolina 29615
(831) 760-0770
Email: legal@gordian.com

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.
- C. Non-Discrimination/Public Funds
The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare CONSULTANT in breach of the Contract, terminate the Contract, and designate CONSULTANT as non-responsible.
- D. Assignment
Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

CONSULTANT does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees or agents of CONSULTANT in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to CONSULTANT, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONSULTANT or any agent or representative of CONSULTANT to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in Paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against CONSULTANT as it could pursue in the event of a breach of this Contract by CONSULTANT; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONSULTANT in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by CONSULTANT is subject to review by COUNTY to ensure contract compliance. CONSULTANT agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

CONSULTANT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by CONSULTANT shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992, must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Disclosure of Ownership Form

CONSULTANT agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

M. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

N. Force Majeure

CONSULTANT shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONSULTANT shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

O. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

P. Non-Endorsement

As a result of the selection of CONSULTANT to supply goods or services, COUNTY is neither endorsing nor suggesting that CONSULTANT'S service is the best or only solution. CONSULTANT agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

Q. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

R. Companies that Boycott Israel

CONSULTANT certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer
DATE

CONSULTANT:
THE GORDIAN GROUP, INC.

By: ^{DocuSigned by:} Kris Gorriaran _____ 7/22/2025
A18BE1AB0F4C4B0...
KRIS GORRIARÁN
President
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer _____ Aug 12, 2025
Sarah Schaerrer (Aug 12, 2025 14:42:41 PDT)
SARAH SCHAERRER
Deputy District Attorney
DATE

EXHIBIT A JOB ORDER CONTRACTING CONSULTING SERVICES AND SOFTWARE LICENSE AGREEMENT SCOPE OF WORK

CONSULTANT shall perform the duties and responsibilities specified below to support COUNTY'S Job Order Contract (JOC) program.

JOC Advanced Solution®

1. JOC System License — CONSULTANT shall provide COUNTY with a license to use CONSULTANT'S proprietary JOC System as outlined in this section of the Contract, ("JOC System License").
2. Unit Price Book —CONSULTANT shall prepare a customized unit price book, known as a Construction Task Catalog® (CTC), containing prices covering material, equipment, and labor cost for various units of construction selected by 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 catalog must be comprehensive and limit the need for non-catalog pricing and unit costs. CONSULTANT shall work with COUNTY to develop a contractual mechanism and means to control and limit the use of non-catalog pricing by the JOC contractors. CONSULTANT shall update the CTC at a minimum of annually. Non catalog items, including preferred products and materials, shall be reviewed between CONSULTANT and COUNTY on a quarterly basis with the intent to justify and/or include in future CTC updates. For non-catalog items, CONSULTANT will review a minimum of 3 bids obtained by the JOC contractor and final pricing will be selected and approved by CONSULTANT and COUNTY. Non-catalog items should account for no more than 20% of the total cost of any Job Order. Any Job Order requiring more than 20% off catalog pricing will require prior written approval from COUNTY.

The use of generic regional or national adjustment factors to localize prices is not acceptable. 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 CTC 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 – CONSULTANT shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the CTC. Where available, CONSULTANT shall incorporate COUNTY'S standard specifications into the Technical Specifications.
4. Contractual Terms and Conditions and Bid Forms — 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 language.
5. Information Management System — CONSULTANT shall provide COUNTY with access to the comprehensive web-based JOC Information Management System ("IMS") for an unlimited number of COUNTY and JOC contractor users. The JOC 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 Key Performance Indicators (KPIs) and associated reports for COUNTY. In addition, CONSULTANT shall work with COUNTY for additional/customized fields in the "IMS". CONSULTANT shall also prepare and submit to COUNTY monthly, quarterly, and annual reporting as requested by COUNTY and as required under the current Nevada Revised Statutes governing the JOC pilot program.
6. Procurement Support — CONSULTANT shall provide COUNTY with procurement support to market COUNTY JOC Program to potential JOC contractors. CONSULTANT shall assist in organizing and conducting pre-bid outreach meetings with interested bidders and make presentations on behalf of and in conjunction with COUNTY, with various business and contracting organizations. CONSULTANT shall assist COUNTY with developing and tracking goals and strategies to promote equity, diversity, and inclusion during the JOC procurement process with minority owned, women owned, and other disadvantaged business enterprises within the community. CONSULTANT shall prepare and submit a plan to COUNTY for review and approval outlining how the JOC program will meet these criteria. CONSULTANT'S personnel assigned to perform procurement support must have extensive JOC procurement experience. CONSULTANT shall conduct informational meetings, including presentations with informational handouts with representatives from the construction community, and the Clark County Department of Real Property Management.
7. Training Program —CONSULTANT shall develop and conduct all training programs for 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 a combination of "hands on/in-person/" and web-based tutorials with functional use and individual performance as the objective. Actual JOC projects that COUNTY plans to perform through JOC must be included in the training programs.

8. JOC Program Support — CONSULTANT shall provide on-going support of COUNTY JOC program, including development of the execution procedures including, but not limited to, standard forms, standard operating procedures, and policies that will be used to operate COUNTY JOC program. CONSULTANT shall participate in informational meetings with COUNTY representatives. COUNTY will be the primary decision maker on all matters involving this Contract and the JOC program. CONSULTANT shall maintain a supporting role throughout the execution of the JOC program and must elevate decisions involving job order approvals, supplemental job order approvals, scoping, and other matters involving the use of COUNTY funds to COUNTY representative(s) charged with oversight and management of this Contract and the JOC program.
9. On-Going Technical Support — CONSULTANT shall provide as-needed, on-going technical support, including, but not limited to, assisting COUNTY with JOC program execution, analyzing the task order proposals, troubleshooting and continuous system monitoring, assisting and supporting COUNTY with updating contract documents related to the JOC program, assisting with the procurement of additional JOC contractors, providing 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.

JOC Complete Solution®

In addition to the services provided under the JOC Advanced Solution®, the JOC Complete Solution® includes the following:

1. Job Order Development - CONSULTANT shall assist with the development 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 COUNTY, CONSULTANT'S Account Manager shall assist COUNTY staff with determining whether the project is appropriate for JOC and when necessary, provide written explanation to COUNTY detailing the reasons why a proposed job order is not a fit for the JOC Program.
 - b. Joint Scope Meeting – CONSULTANT'S Account Manager shall quickly schedule a Joint Scope Meeting at the project site to help COUNTY and the JOC contractor develop, finalize, and agree on the details of the work that the JOC contractor will perform. The scoping process must allow the JOC contractor to thoroughly inspect the site, interstitial and concealed spaces, and ask questions before submitting a Price Proposal.
 - c. Develop Detailed Scope of Work —CONSULTANT shall assist COUNTY and JOC contractor in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. CONSULTANT shall also assist with resolving issues when project plans and actual conditions vary.
 - d. Request for Price Proposal - After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, COUNTY representative will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
 - e. Preparation of Price Proposal — The JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the CTC. CONSULTANT'S JOCIMS 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 — CONSULTANT'S 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. 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, CONSULTANT'S Account Manager shall submit the Price Proposal and related documents to COUNTY. CONSULTANT'S Account Manager shall provide to COUNTY the original proposal, all versions of the proposal, and the final proposal.
 - g. Issue Job Order - Once COUNTY approves the Price Proposal and related documents, and decides to move forward with the project, COUNTY will be responsible for the issuance of a purchase order to the selected JOC contractor and the management of the construction work. A supplemental Job Order is developed in the same manner as the original Job Order should, COUNTY decided to change the Detailed Scope of Work.
2. On-going Support and Maintenance – CONSULTANT shall be responsible for providing comprehensive support to COUNTY for the administration of its JOC program including audits and reporting. CONSULTANT shall monitor, prepare any status reports required for the overall program. Support services shall include, but are not limited to, unlimited toll-free JOC Software, access to all JOC Software updates and additional functionality for each new JOC contract, the Construction Task Catalog, Technical Specifications, Contract, General Conditions, and Bid Documents.

Project Management Services:

Upon request by COUNTY, CONSULTANT shall provide the following construction management services and deliverables:

1. Pre-construction—CONSULTANT shall conduct a pre-construction meeting with COUNTY'S Project Manager and/or COUNTY representative(s), the JOC Contractor and, if applicable, the architect or engineer. CONSULTANT shall coordinate and share any pre-construction information with COUNTY, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits and verify all documents required by COUNTY, such as insurance certificates and bonds, are properly in place prior to the initiation of the proposed work. CONSULTANT shall attend construction meetings; and maintain and distribute construction meeting minutes for each meeting.
2. Site Visits - During construction, CONSULTANT shall conduct periodic site visits (at a minimum of weekly) to monitor the JOC Contractor's work in progress, manage the JOC construction contractor's compliance with the scope of work and approved safety plan and complete a report with photographs for each site visit.
3. Communicate – CONSULTANT shall provide weekly construction status reports to COUNTY, conduct project progress meetings with all JOC contractors and staff on a periodic basis, coordinate receipt and review of approved inspections and certifications, and coordinate receipt and review of contractor submittals and pay applications. CONSULTANT'S weekly reports will include minutes, photographs, and records of site visits, meetings and developments in the work.
4. Supplemental Job Orders - In the event there are unforeseen conditions or COUNTY requests changes to the scope of work after the work has begun, CONSULTANT shall analyze and process a Supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
5. Approvals—CONSULTANT shall review and approve, or direct necessary revisions to, the JOC construction contractor's applications for payment and obtain COUNTY'S approval of the work. Final acceptance of the work will be the responsibility of COUNTY. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
6. Project Close-Out —As the final step in the process, CONSULTANT shall enter all Job Order related information into the web or cloud-based JOC information system and collect any required as-builts, warranties, OEM's, etc. from the JOC Construction Contractor. CONSULTANT shall also coordinate the compliance of contract reporting for COUNTY contracts.

JOC System License:

CONSULTANT hereby grants to COUNTY, and COUNTY hereby accepts from CONSULTANT for the term of this Contract, a non-exclusive right, privilege and license to CONSULTANT'S Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating COUNTY'S Job Order Contracting program. The parties hereby agree that Proprietary Information shall include but is not limited to CONSULTANT'S JOC Information Management System (as defined below), and support documentation, Construction Task Catalog[®] (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by CONSULTANT. In the event this Contract expires or terminates as provided herein, this JOC System License shall terminate, and COUNTY shall return to CONSULTANT all Proprietary Information in COUNTY'S possession.

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

Upon expiration or termination of this Contract as provided herein, CONSULTANT shall provide to COUNTY all project data generated by COUNTY in a form accessible by a standard database program, such as Microsoft[®] Access[®], and in a format and program acceptable to COUNTY.

CONSULTANT agrees to grant a license to each contractor that is awarded a JOC contract by COUNTY, provided the JOC contractor agrees to abide by the terms and conditions set forth in CONSULTANT'S JOC System License.

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

CONSULTANT acknowledges COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes).

Fees:

COUNTY agrees to pay CONSULTANT for the services provided per work order in accordance with the applicable fees listed below.

1. **Contractor License Fee:** COUNTY will pay CONSULTANT a Contractor Licensing Fee ("CLF") of 1% of the value of the work ordered for the JOC contractors' access to CONSULTANT'S proprietary construction data and JOC applications. The Contractor Licensing Fee shall be payable when a Job Order is issued to the JOC contractor.
2. **Fees for JOC Advanced Solution®:** COUNTY will pay CONSULTANT a fee of 1.62% of the value of the work ordered for the services provided under the JOC Advanced Solution®. The JOC Advanced Solution® fee shall be payable when a Job Order is issued to the JOC contractor
3. **Fees for JOC Complete Solution®:** COUNTY will pay CONSULTANT a fee of 3.05% of the value of work ordered for the JOC Complete Solution®. The JOC Complete Solution® fee shall be payable when a Job Order is issued to the JOC contractor.
4. **Fees for Project Management Services:** COUNTY will pay CONSULTANT a fee equal to 5.95% of the value of work ordered for Project Management Services. The Project Management Services fee shall be payable upon completion and acceptance of the work by COUNTY, except at CONSULTANT'S election Job Orders requiring more than 60 calendar days to complete may be invoiced monthly on a percentage of completion basis.

CONSULTANT shall submit invoices to COUNTY monthly for any Job Orders issued by COUNTY in the previous month. Invoices shall be paid in accordance with the terms and conditions set forth in the Contract.

EXHIBIT B JOB ORDER CONTRACTING CONSULTING SERVICES AND SOFTWARE LICENSE AGREEMENT INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. CONSULTANT 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** CONSULTANT 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. **Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, CONSULTANT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, CONSULTANT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and **any auto** used for the performance of services under this Contract. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**
- I. **Professional Liability:** CONSULTANT shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
~~insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.~~
- J. **Workers' Compensation:** CONSULTANT shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate the Contract.

- L. **Additional Insurance:** CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
- N. **Cost:** CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Form Instructions:** The following information must be filled in by CONSULTANT'S Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. CONSULTANT'S name, complete address, phone and fax numbers.
 - 3. Insurance Company's Best Key Rating
 - 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 - 6. Worker's Compensation
 - 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 - 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 - 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 - 10. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 607638-25, entitled JOB ORDER CONTRACTING CONSULTING SERVICES AND SOFTWARE LICENSE AGREEMENT
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL