

April 19, 2023

Procurement Agent: Jenifer G. Chapital
Vendor Name: Johnson-Laux Construction
Purchase Amount: \$224,057.09

Emergency Request Recommendation – Johnson-Laux Construction – Main Sewer Drain Collapse – Requisition 1003906/PO No. 1329097

On April 17, 2023, Purchasing and Contracting received an emergency request from Fire Rescue to continue with repairs and damages caused by a main sewer drain collapsed under Fire Station No. 23 foundation on January 7, 2023. On February 16, 2023, the BOC approved emergency funds for plumbing repairs on PO 1319206 for an amount of 134,680.00, Agenda Item 2023-0061. This emergency request is to continue repairs resulting from the plumbing work which required pulling up floors and opening of walls in order to reach the impacted areas throughout the fire station facility.

Fire Station No. 23 is currently occupied and services District 4 citizens. Currently there are still areas that are not fully operational to include the kitchen, bathrooms and showers. Personnel are still operating out of the facility. However, the much-needed repairs are essential to get the facility fully operational. Fire Rescue is requesting to use SWC 99999-SPD-S20200901-00022, Indefinite Quantity Contract Services with Johnson-Laux Construction, LLC to provide the repair and remodel services. Johnson-Laux Construction is a contracted vendor with the County.

Given the severity and possible health threat to personnel and the public, the department is requesting Purchasing and Contracting to expedite this request. The cumulative spend with Johnson-Laux Construction, LLC is approximately \$890,606.00 since 2021. I recommend approval of this emergency request in the amount of \$224,057.09.



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Fire Rescue
Department Contact Person: Jason Smith Telephone: 6784067746
Email: Jgsmith@dekalbcountyga.gov

Requisition Number: 1003906 Suggested Supplier: Johnson-Laux Construct..
Estimated Amount of Purchase: \$ 224,057.09
Detailed Description of the Goods or Services to be purchased: _____
Remodeling of FS23 after Main sewer drain collapsed under foundation

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: 01/07/23

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

Please see below details

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

obtained State contract awarded quote.

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

3. Explain the impact to the County or Public if this request is not approved.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Chief Darnell Fullum

Signature:

Date: 4-7-23

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Jenifer G. Chapital

Signature:

Digitally signed by Jenifer Chapital
Date: 2023.04.20 15:32:22 -0400

Date: 4/20/23

Procurement Manager (Typed/Printed Name) Delois Robinson

Signature:

Digitally signed by Delois Robinson
Date: 2023.04.21 14:47:32 -0400

Date: 4/21/23

Approved Not Approved Zachary L. Williams, Chief Operating Officer

Signature: _____, Director, Department of Purchasing and Contracting Date: _____

(Additional information, attach pages if required):

On 1/07/23 the main sewer drain under Fire station 23 collapsed. An emergency request for the plumbing repairs was approved on PO 1319206. After the completion of the plumbing work we are in the second phase of the emergency project to remodel the facility that is a 24/7 living/working space in District 4, the City of Clarkston. The plumbing work required pulling up of floors, and the opening of walls in order to get to impacted areas throughout the facility. This work is now needed in order to get the facility fully operational again. Currently there are still areas in several areas to include the Kitchen, bathrooms and showers that until completed are not fully operational to appropriately accommodate the staff as needed. We are still operating out of the facility but need to complete this work to rebuild the impacted areas. We have identified the most cost effective and time related approved State contract # GA-ST07-040820-JLC to address the needs to move forward in critical needed work at the Fire Station.

Client - Dekalb County

Detailed Scope of Work

Print Date: March 28, 2023
Work Order Number: 113088.00
Work Order Title: Dekalb County - Fire Rescue Station No. 23 Interior Remodel
Contractor: GA-ST07-040820-JLC - Johnson-Laux Construction, LLC
Brief Scope: Dekalb County - Fire Rescue Station No. 23 Interior Remodel

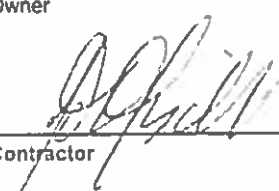
To: Bill McDonald
Johnson-Laux Construction, LLC
31 Park Of Commerce Way
Savannah, GA 31405
912-480-0580

From: Brad Diodati
DeKalb County
1950 West Exchange Place
Tucker, GA 30084
404-587-6418

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work.

_____	_____
Owner	Date
	3-28-23
_____	_____
Contractor	Date

Johnson-Laux Construction
SCOPE OF WORK
Dekalb County
Fire Station 23
1265 Brockett Rd.
Clarkston, GA 30021

Building

Summary Scope

- The project consists of specific activities associated with renovation of finishes at fire Station 23.

Drawings and Specifications

Referenced and attached hereto:

- Dekalb Fire Station Floor Plan, Sheet A-I Reference Drawing.

Please reference pages noted below in notes specified in the Detailed Scope of Work:

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described below and per any attached specifications and drawings along with the items below:

GC's

- Contractor to note project to be scheduled in a one phase.

Demo

- Contractor to demo and dispose of the following finishes in the lobby/hallway:
 - Acoustical ceiling tile.
 - Restroom floor tile and mud bed.
 - Wallpaper.
 - Lay-in and surface mounted lights.
 - Exit Lights

Equipment

- Contractor to provide and install CMA dishwashing machine, 3 compartment sink and work table as specified by owner.

Finishes

- Contractor to provide the following finishes:
 - Install new 2' x 2' grid and USG flat fissured acoustical ceiling tile.
 - Repair Shower wall backer board and tile including any broken tile throughout restroom. Install new 4' x 4" wall tile in shower area only separated by Schluter termination trim where existing tile is painted.
 - Prep restroom tile walls for new Paint
 - Repair kitchen wall where sink rough-in was repaired.

Johnson-Laux Construction
SCOPE OF WORK
Dekalb County
Fire Station 23
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- Install 2" floor mud bed with 2 x 2 porcelain floor tile at shower area with a 2 ½" x 4" separation curb and 12 x 12" tile throughout remaining restroom to include a waterproof membrane.
- Install a marble threshold at restroom door.
- Prime all walls where wallpaper is removed with a primer and refinish walls to a level 4 prior to painting.
- Clean and repair all walls replacing damaged corner & L bead.
- Paint all sheetrock walls and gang restroom ceilings with (1) coat primer & (2) coats of finish paint.
- Paint Hollow Metal Frames and Doors with (1) coat primer & (2) coats of finish paint.
- Contractor to prep all terrazzo and concrete trenches for installation of epoxy flooring and 4" terrazzo base to include.
 - Sand/grind existing floor substrate.
 - Base coat with broadcast flakes to rejection.
 - Polyaspartic Top Coating.

Division 10

- Contractor to provide labor and material to:
 - Install (3) solid plastic floor mounted toilet partitions & doors.
 - Install (2) solid plastic wall mounted urinal screens 24" x 42."
 - Install (2) solid plastic wall mounted shower dividers 36" x 55" H with 4" post support and overhead braced.
 - Install (3) shower curtain & rods.

Plumbing

- Contractor to provide plumbing rough and final connection of Day Room sink compartment and dishwasher.

Electrical

- Contractor to provide labor and material to replace the existing fixtures with:
 - (32) 2 x 4 LED lay-in fixtures at Offices, Day Rm., Bunk Rm. & Hallways
 - (4) 1 x 4 LED surface mount fixtures at gang Restroom/shower area.
 - (2) 4' LED surface mounted vanity fixture at gang Restroom/shower area.
 - (2) 2' LED surface mounted vanity fixture at Public & Women's Restroom.
 - (1) LED Circular closet light.
 - (3) 2 x 2 LED lay-in fixtures at Locker Rm.
 - (5) LED recessed can lights at Bunk Rm. & Captains office.
 - (5) Exit lights.
 - (5) Ceiling fans.
- Contractor to provide and install dedicated circuit from electrical panel to new dishwashing machine

Johnson-Laux Construction
SCOPE OF WORK
Dekalb County
Fire Station 23
1265 Brockett Rd.
Clarkston, GA 30021

- Contractor to remove and re-install the following:
 - (8) Ceiling speakers
 - (5) Smoke heads
 - SA and RA diffusers

Alternate #1

- Contractor to provide an alternate to replace all grid with new 2 x 2 grid system.

Clarification

- Contractor to note the following:
 - Epoxy flooring, ceilings and painting to be installed in phases as shown in reference drawings.
 - All furniture and wall plaques/signage is to be relocated for flooring and painting activities by others.

Exclusions

- Contractor to note the following:
 - Relocation of computer, electronics or personal items.
 - Shower mixing valves.
 - Replacement of restroom toiletry items shower curtain, toilet tissue, paper towel ect.

Details that Apply to All Work Areas

- All work shall be performed to comply with all state and local building codes.
- Contractor to maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris.
- Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to the beginning of work.
- Contractor shall coordinate inspections with the Owner as required.
- Upon completion of work, all construction areas shall be left clean and free from debris.

Warranty

- Provide all labor, material, and equipment warranties to the owner prior to project closeout.

Submittals

- The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for the project prior to commencing any work.

Permitting

- Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract

**Johnson-Laux Construction
SCOPE OF WORK
DeKalb County
Fire Station 23
1265 Brockett Rd.
Clarkston, GA 30021**

documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Owner Responsibilities

- Provide access to the worksite during normal business hours.
- Provide a staging area for project related materials.
- Owner shall be responsible for re-routing pedestrian traffic as necessary.

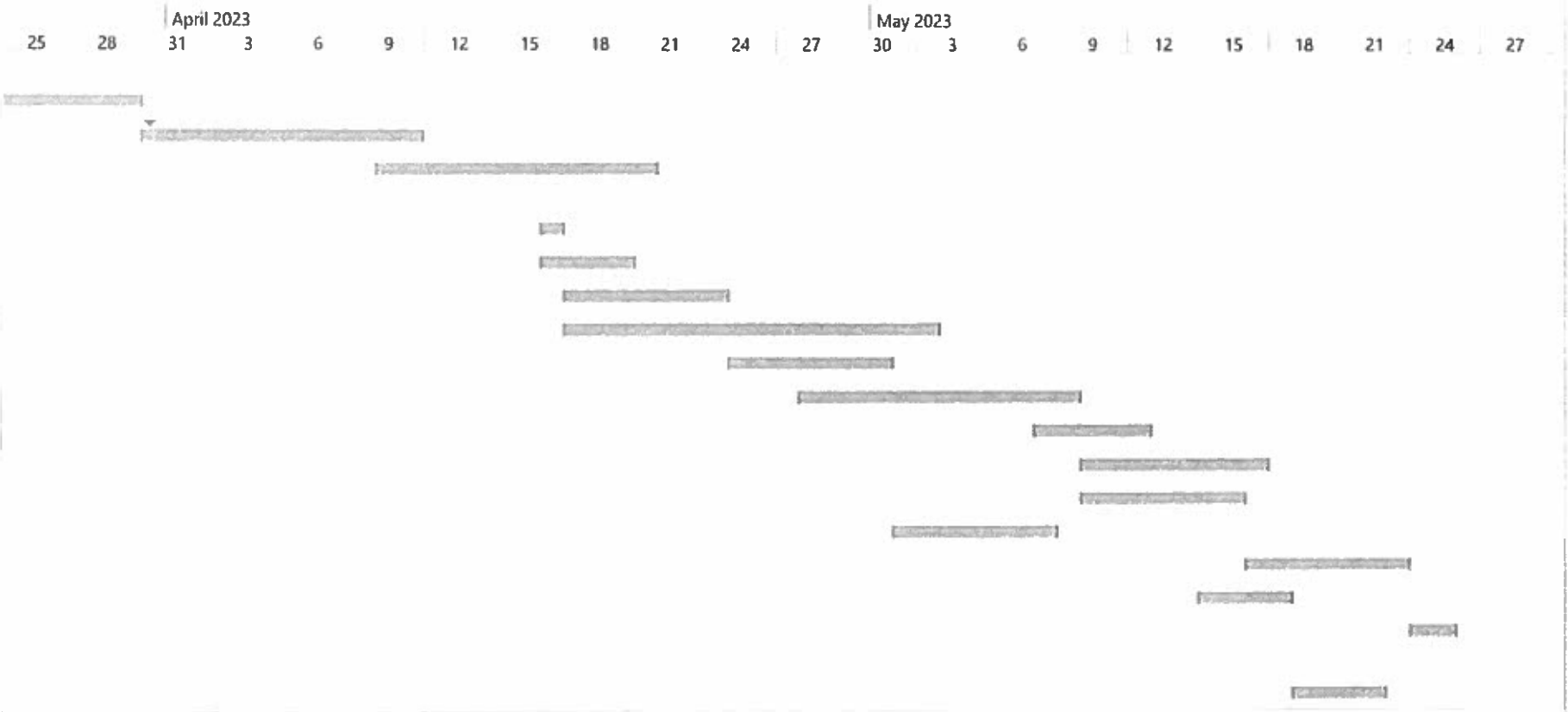
Dekalb FS 23 Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	March 2023											
						23	26	1	4	7	10	13	16	19	22		
1	NTP	1 day	Mon 3/20/23	Mon 3/20/23													
2	Award contracts	8 days	Tue 3/21/23	Thu 3/30/23	1												
3	Submittal Approval	8 days	Fri 3/31/23	Tue 4/11/23	2												
4	Material Procurement	10 days	Mon 4/10/23	Fri 4/21/23													
5	Mobilize	1 day	Mon 4/17/23	Mon 4/17/23													
6	Demo Ceiling	4 days	Mon 4/17/23	Thu 4/20/23													
7	Demo tile Floor	5 days	Tue 4/18/23	Mon 4/24/23													
8	Finish Drywall	12 days	Tue 4/18/23	Wed 5/3/23													
9	Install Mud Bed	5 days	Tue 4/25/23	Mon 5/1/23													
10	Paint	8 days	Fri 4/28/23	Tue 5/9/23													
11	Install Grid	5 days	Mon 5/8/23	Fri 5/12/23													
12	Install Lights	6 days	Wed 5/10/23	Wed 5/17/23													
13	Install Ceiling Tile	5 days	Wed 5/10/23	Tue 5/16/23													
14	Install Floor Tile	5 days	Tue 5/2/23	Mon 5/8/23													
15	Install Epoxy Floor	5 days	Wed 5/17/23	Tue 5/23/23													
16	Paint Wall Tile	4 days	Mon 5/15/23	Thu 5/18/23													
17	Install Sink and Dishwasher	2 days	Wed 5/24/23	Thu 5/25/23													
18	Toilet Partitions	2 days	Fri 5/19/23	Mon 5/22/23													

Project: Dekalb FS 23 Schedule
Date: Tue 2/28/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Dekalb FS 23 Schedule



Project: Dekalb FS 23 Schedule Date: Tue 2/28/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: GA-040820 – State of Georgia

GEOGRAPHIC AREA: State of Georgia, Statewide Area

This Contract dated April 20, 2020, by and between Sourcewell (Formerly NJPA) and Johnson-Laux Construction at the following address, 650 Garden Commerce Parkway, Suite 100, Winter Garden, FL 34787 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Contract; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC); Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Contract will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- A. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above.

However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE CONTRACT PRICE

- A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors for the region in which the Work is Performed:

TO BE ENTERED BY SOURCEWELL:

Area A – Northern Georgia Area

- a. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1351.

(Specify to four (4) decimal places)

- b. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1357.

(Specify to four (4) decimal places)

- c. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1784.

(Specify to four (4) decimal places)

- d. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1789.

(Specify to four (4) decimal places)

- e. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2919.

(Specify to four (4) decimal places)

Area B – East Central Georgia Area

- f. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1351.

(Specify to four (4) decimal places)

- g. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1357.

(Specify to four (4) decimal places)

- h. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1784.

(Specify to four (4) decimal places)

- i. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1789.

(Specify to four (4) decimal places)

- j. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

.1.2919.

(Specify to four (4) decimal places)

Area C – Southwest Georgia Area

- k. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1351.

(Specify to four (4) decimal places)

- l. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1357.

(Specify to four (4) decimal places)

- m. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1784.

(Specify to four (4) decimal places)

- n. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1789.

(Specify to four (4) decimal places)

- o. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1. 2919.

(Specify to four (4) decimal places)

Area D – Southeast Georgia Area

- p. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday

to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1351

(Specify to four (4) decimal places)

- q. **Other Than Normal Working Hours – Non Secure Areas** : Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1357.

(Specify to four (4) decimal places)

- r. **Normal Working Hours – Secure Areas**: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1784.

(Specify to four (4) decimal places)

- s. **Other Than Normal Working Hours – Secure Areas**: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1789.

(Specify to four (4) decimal places)

- t. **Non Pre-priced Adjustment Factor**: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2919.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE CONTRACT

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed two (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original two-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at

any time.

- B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian 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 Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable

harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcwell or a Sourcwell Member, this IQCC System License shall take precedence.

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

By:

Sourcwell

DocuSigned by:
Jeremy Schwartz
COFD2A139D08489...

Authorized Signature

Jeremy Schwartz- Director of Operations & Procurement/CPO
Print Name

Contractor

DocuSigned by:
Kevin Johnson
11F0207F04784EE...

Authorized Signature

Kevin Johnson
Print Name

Contract Number: GA-ST07-040820-JLC (assigned by Sourcwell)