

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT
made by and between

Osprey Management LLC
7742 Spalding Drive
Norcross, GA 30092

and

Sourcewell (formerly NJPA)
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) and Acceptance of Bid and IFB GA03-2-072115-OML with and effective July 21, 2015, a maturity date of July 20, 2019, and which are subject to annual renewals at option of both parties

MODIFICATION: THIRD RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, a new Construction Task Catalog® will be furnished on the anniversary of the solicitation and will be in effect for the twelve (12) month period after the anniversary of the award date. The following is the Construction Task Catalog® for the next option period:

April 2018 - NJPA Georgia, Northwest

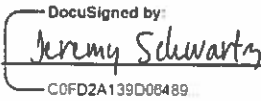
Pursuant to the agreement between the parties, the Adjustment Factors shall remain fixed for the duration of the contract and are as follows:

<u># GA03-2-072115-OML</u>	<u>Adjustment Factor</u>
Option 3 - Non-Prepriced	1.2811
Option 3 - Normal Working Hours Non-Secure Areas	1.0999
Option 3 - Normal Working Hours Secure Areas	1.2595
Option 3 - Other Than Normal Working Hours Non-Secure Areas	1.1221
Option 3 - Other Than Normal Working Hours Secure Areas	1.2859

Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of July 21, 2018 through July 20, 2019.

Sourcewell

By:  _____, Its: Director of Cooperative Contracts and Procurement/CPO
C0FD2A139D08489

Name printed or typed: Jeremy Schwartz

Date: 7/17/2018 | 11:41 PM CDT

Osprey Management LLC - #GA03-2-072115-OML

By:  _____, Its: President and Managing Member

Name printed or typed: Kelvin D. King

Date: 17July2018

If you do not want to extend the contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: GA03-2-072115-OML

GEOGRAPHIC REGION Zone A - Region 3

This Agreement dated July 21, 2015, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Osprey Management, LLC at the following address 210 Spalding Lake Place, Sandy Springs, GA 30350

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; 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, the Bid Deposit, 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 Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA 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 an NJPA Member, provide notification to NJPA 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 Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Region set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Region at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000.00. This is only an estimate and may increase or decrease at the discretion of NJPA.
- 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:
- C. 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 **TO BE ENTERED BY NJPA**:
 - 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:
$$\frac{1.0999}{\hspace{1.5cm}}$$
(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:
$$\frac{1.1221}{\hspace{1.5cm}}$$
(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:
$$\frac{1.2595}{\hspace{1.5cm}}$$
(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:

1.2859

(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:

1.2811

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement 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 Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary eIQCC, 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 NJPA and NJPA 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 NJPA and NJPA 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 NJPA, 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 NJPA and NJPA 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 NJPA 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 Agreement, 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 Agreement 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 Agreement 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 Work Order, Purchase Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

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

By:

National Joint Powers Alliance


Authorized Signature

Contractor


Authorized Signature

Kelvin D. King
Print Name

Contract Number: GA03-2-072115-DML (assigned by NJPA)



Osprey Management, LLC

GA - Region 3 - Zone A - General Construction

#GA03-2-072115-OML

Maturity Date: 07/20/2019

Contract Documents 

Products & Services

Sourcewell contract GA03-2-072115-OML gives access to indefinite quantity construction contract services:

- General Contracting

Additional information can be found on the vendor-provided, nongovernment website at: www.contractosprey.com

Corporate Office:

210 Spalding Lake Place

Sandy Springs, GA 30350

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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