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SOURCEWELL
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is by and between **Sourcewell**, 202 12th Street Northeast, PO Box 219, Staples, MN 56479 and **The Gordian Group, Inc.**, 30 Patewood Drive, Suite 350, Greenville, SC 29615 (Gordian).

Sourcewell is in need of a vendor to perform services related to the ongoing management of its indefinite delivery/indefinite quantity construction contracting program for the benefit of Sourcewell participating entities (Services). Gordian is qualified and willing to perform the services described in this Agreement.

ARTICLE 1: TERM

A. **Term**. This Agreement will be effective September 16, 2020, and will remain in effect through October 1, 2025, unless earlier terminated pursuant to the terms of this Agreement. The Agreement may be extended by mutual agreement of the parties.

B. **Survival**. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 8 and 9. All other rights will cease upon expiration or termination of this Agreement.

ARTICLE 2: GORDIAN'S DUTIES

Gordian will have the following duties and responsibilities in performing the services for Sourcewell (Services):

A. **Program Support**: Gordian will be responsible for the on-going support of the Sourcewell indefinite delivery/indefinite quantity construction contracting program (currently referred to as the Sourcewell ezIQC program).

B. **EZIQC Contract Administration**: Gordian will be responsible for assisting Sourcewell in the procurement of the contracts of Sourcewell-awarded EZIQC Contractors including:

1. Unit Price Book(s): For each Sourcewell EZIQC contract solicitation Gordian will prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment and labor costs for various units of construction, and adjusting these costs to current market conditions and targeted geographies for the advertising and award of Sourcewell's EZIQC Contracts. Sourcewell and Gordian will mutually agree on the number of Unit Price Books included in each EZIQC Contract solicitation, and the number of geographic regions associated with each

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solicitation. All unit price books will be provided in electronic, read-only format and may only be distributed in the same format.

2. Technical Specifications: Gordian will prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book. All Technical Specifications will be provided in electronic, read-only format and may only be distributed in the same format.

3. Contractual Terms and Conditions and Bid Forms: Gordian will provide technical assistance to Sourcewell staff, as requested, in the preparation of contractual terms and conditions, and bid forms, which incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities; payment terms; and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.

4. Vendor Outreach and Development Support: Gordian will be responsible to develop a prospective vendor outreach list and make vendor outreach contacts via phone, email, virtual on-line, and in-person visits to potential Sourcewell solicitation respondents. Vendor development efforts will include distribution of Sourcewell marketing collateral developed and approved by Sourcewell. All vendor outreach efforts will be concluded, and all contact between Gordian and prospective vendors will be concluded on or before each solicitation's "Quiet Period" established by the Sourcewell Procurement Department. Sourcewell Procurement will provide reasonable advanced notice of the for the "Quiet Period" for each EZIQC Contract Solicitation, with the goal of providing notice no later than 10 days from the initiation of such Quiet Period. From the commencement of the Quiet Period until the announcement of contract awards by the Sourcewell Evaluation Committee, Gordian will cease communication with prospective respondents related to the solicitation and will immediately refer all inquiries to the Sourcewell Procurement Portal as the exclusive platform for submission of questions or communications related to the solicitation.

5. Procurement Support: Gordian will be responsible for providing Sourcewell with procurement support during the procurement of EZIQC Contracts, including advising Sourcewell on the appropriate method, duration, and publications for advertising each EZIQC Contract solicitation in the applicable jurisdictions. At the request of Sourcewell Procurement, and in light of COVID-19 pandemic restrictions implemented by various jurisdictions, Gordian will provide a recorded video presentation to be shared by Sourcewell during pre-bid meetings with interested bidders relating to the calculation of adjustment factors, the interpretation of the Unit Price Book, and other subject matter as deemed necessary by the parties. Gordian will make other presentations with and on behalf of Sourcewell relating to the EZIQC Program and solicitation process, including contractor

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training sessions, as deemed necessary by the parties. Sourcewell Procurement will determine if and when pre-recorded video presentations will be implemented, modified, or terminated.

6. Evaluation and Award: Sourcewell's Evaluation Committee will be responsible for all EZIQC Contract award determinations. Upon request, Gordian will provide technical assistance to the Sourcewell evaluation committee. Any Gordian participation in the Evaluation Committee will require compliance with Sourcewell's procurement protocols, in particular to those related to the handling and classification of government data and government procurement standards.

7. Standard Work: Gordian will work with Sourcewell in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:

i. Initiation of a request for the solicitation of new EZIQC Contracts by either party;

ii. Comment on, and technical assistance with, the draft bid documents for Sourcewell solicitations, as requested by Sourcewell in timely manner;

iii. Development and delivery of pre-recorded video content and supporting materials necessary for pre-bid seminars to be conducted by Sourcewell, or in-person attendance at pre-bid conferences at the request of Sourcewell; and

iv. Technical assistance to the Sourcewell evaluation committee responsible for review, evaluation and award of EZIQC Contracts, as requested by Sourcewell.

C. **Information Management System**: Gordian will be responsible for providing the web-based JOC Information Management System (IMS) for an unlimited number of EZIQC Contractors for the purpose of executing work procured through the EZIQC Program. The JOC IMS must be capable of providing full project tracking, developing cost proposals, generating project documentation, providing project scheduling, tracking diverse supplier participation (W/MBE, SBE, and Veteran-Owned businesses), and generating standard program reports as requested by Sourcewell. Gordian will not be responsible for providing access to, or training on, the JOC IMS to Sourcewell or any Participating Entity in connection with the EZIQC Program.

D. **Onboarding and Training Programs**: Gordian will be responsible for developing and conducting all onboarding and training programs for the EZIQC Contractors to ensure that the EZIQC Program functions properly. Training and onboarding will be provided to newly-awarded Sourcewell EZIQC contractors within a reasonable time after contract award, with the goal of 30 days from the contract award date. Training will include sessions on the use of the JOC IMS, the Job Order development process, and the application and interpretation of the Construction Task Catalog. Onboarding sessions will include sales and marketing training, and associated marketing collateral as agreed upon by the parties. At the discretion of Gordian, such training and onboarding programs

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may be conducted onsite or via remote, web-based training sessions and will be conducted at Gordian's sole expense, excluding any expenses associated with Sourcewell's attendance of any training and onboarding sessions.

E. **Marketing Support**: Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Gordian's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Gordian will:

1. Work with Sourcewell and exercise reasonable efforts to:

   i. Work with Sourcewell's designated representative to develop a joint marketing plan as agreed upon by both parties. The joint marketing plan may be amended, revised and updated as needed during the term of this Agreement with approval by both parties.

   ii. Will carry out Gordian's responsibilities under the joint marketing plan, as updated and amended by both parties, during the term of this Agreement;

   iii. Provide any marketing materials developed under the joint marketing plan to Sourcewell's designated marketing representative not less than 48 hours prior to publication. Sourcewell's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;

   iv. Schedule and attend, not less than monthly, recurring calls with Sourcewell's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan; and,

   v. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Gordian plans to attend and which relate to the promotion and marketing of the EZIQC Program.

2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Gordian unless otherwise set forth in this Agreement or the joint marketing plan.

F. **Job Order Initiation and Development**: Gordian will be responsible for providing the following Job Order Development services:

1. <u>Project Identification and Initiation</u>: Gordian will develop and maintain a web portal to enable Participating Entity to identify and request assistance with possible projects to be procured through the EZIQC Program. Gordian will respond to any Participating Entity

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requests for assistance within 48 hours of receipt of such request. Gordian will have the discretion to deny the requested assistance for any reason.

2. Contractor Identification: In the event the Participating Entity requests a Joint Scope Meeting to discuss the potential project, Gordian will provide the Participating Entity with a list of available EZIQC Contractors for the project based on factors which include, but are not limited to, the type of work involved, and the location of the project. The Participating Entity will be responsible for approving the selected EZIQC Contractor for the project.

3. Joint Scope Meeting: Gordian's project manager will schedule a Joint Scope Meeting at the project site to help the Participating Entity and the EZIQC Contractor agree on the details of the work that the EZIQC Contractor will perform. The purpose of the scoping process is to allow the EZIQC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal.

4. Develop Detailed Scope of Work: Gordian will assist the Participating Entity and EZIQC Contractor with preparing a Detailed Scope of Work that describes the work the EZIQC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.

5. Request for Price Proposal: After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the EZIQC Contractor.

6. Price Proposal Review: Gordian's project manager will review the Price Proposal to make sure the EZIQC Contractor has selected the appropriate tasks and quantities and will request the EZIQC Contractor to make any required changes to ensure the Price Proposal reflects the appropriate means and methods for accomplishing the Detailed Scope of Work. Gordian will also obtain and review any Participating Entity required information submitted by the EZIQC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Participating Entity.

7. Issue Job Order: Once the Participating Entity approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist the Participating Entity with the issuance of a job order (which may be in the form of a purchase order, notice-to-proceed, or similar purchasing document) to the selected EZIQC Contractor to initiate the completion of the project.

8. Construction Process and Supplemental Job Orders: During construction, unless project management services are requested by the Participating Entity as set forth below, the Participating Entity's, project managers, or its designees, will be responsible for all construction management activities. In the event unforeseen conditions arise or Participating Entity desires to change the Detailed Scope of Work, Gordian will assist the

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Participating Entity with the development of a supplemental Job Order in the same manner as the original Job Order.

G. **On-Going Program Administration and Support**: Gordian will be responsible for providing program administration to Sourcewell during the term of the Agreement. On-going program administration will include providing updated contract documents, unit price books, assisting with the procurement of additional EZIQC Contractors utilizing the process outlined above, providing EZIQC Contractors with access to all applicable updates and revisions to the JOC IMS, and providing training for onboarding and training for all EZIQC Contractors. Gordian will provide telephone and web-based customer support to Participating Entities and EZIQC Contractors during the period of 8:30 a.m. EST to 10:00 p.m. EST, Monday thru Friday, excluding holidays.

H. **Accounting, Collections and Remittance of Administrative Fees**: Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Gordian's designated accounting representative will be a member of the accounting department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Gordian will:

1. Invoice and collect all applicable fees from the EZIQC Contractors in accordance with the terms of Article VIII and will remit, via electronic payment, the Sourcewell Administrative Fee (as defined in Article VIII) on a monthly basis for all Sourcewell Administrative Fees collected during the preceding month.

   i. The parties agree that as a condition precedent to Gordian's obligation to remit the Sourcewell Administrative Fee, Gordian must first receive payment in full for the Gordian Administrative Fee (as defined in Article VIII). In the event Gordian does not receive payment of the Gordian Administrative Fee in full, for any reason, Gordian will not be liable to Sourcewell for payment of the Sourcewell Administrative Fee.

2. Provide Sourcewell with a monthly report detailing all Sourcewell Administrative Fees collected during the previous month including Sourcewell contract number, project names, project values, and the fees collected. The monthly report will be in the sales reporting template format developed and provided by Sourcewell.

3. Provide Sourcewell with a monthly report detailing all outstanding accounts receivable by EZIQC Contractor including the amount, date of accrual, and days outstanding for each invoice.

4. Gordian may initiate and control any litigation seeking any unpaid balances owed by any EZIQC Contractor, provided such unpaid balance exceeds $50,000.

I. **Vendor Performance Management Services**: Gordian will provide EZIQC Contractor performance management throughout the term of each Sourcewell awarded contract. The parties will mutually agree on a standard EZIQC Contractor performance assessment form for

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

completion and delivery to Sourcewell, to be provided upon request from Sourcewell, not less than 30 days in advance of each EZIQC Contractor's annual contract anniversary date.

ARTICLE 3: SOURCEWELL DUTIES AND RESPONSIBILITIES

Sourcewell will perform the following duties and responsibilities to complete the Services:

A. **EZIQC Contract Procurement**:

1. Advertisement and Bid Documents: Sourcewell will be responsible for advertising, posting, and distributing the bid documents, contract documents, unit price books and all associated documentation related to the advertisement and award of the EZIQC Contracts. Sourcewell will be responsible for conducting all activities, and paying any expenses required, to ensure the appropriate advertisement of the EZIQC Contract solicitations in each applicable jurisdiction.

2. Pre-bid Seminars: Sourcewell will be responsible for scheduling and hosting any pre-bid seminars conducted as part of the solicitation of any EZIQC Contracts, and will be responsible for any expenses associated therewith, excluding any expenses associated with preparation of Gordian's recorded video presentation to be shared during such pre-bid seminars. At Sourcewell's sole discretion, pre-bid seminars may be conducted in-person, or remotely via video-enabled webinars. Sourcewell Procurement reserves the right to invite a Gordian representative, at Gordian's sole expense, to attend the pre-bid conference either in-person or via the video-enabled webinar.

3. Contractual Terms and Conditions and Bid Forms: Sourcewell will prepare contractual terms and conditions, and bid forms, that incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities, payment terms, and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.

4. Evaluation and Award: Sourcewell will designate the committee responsible for evaluating and awarding the EZIQC Contracts.

5. Standard Work: Sourcewell will exercise reasonable efforts in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:

i. Initiation of a request for the solicitation of new EZIQC Contracts by either party, with Sourcewell retaining the final determination on issuance of the solicitation and the

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

geographic scope of the solicitation (whenever possible, Sourcewell intends to solicit for EZIQC Contracts across an entire state);

ii. Execution of the advertisement, evaluation and award of EZIQC Contracts in accordance with applicable competitive bidding requirements in the jurisdiction where the EZIQC Contract solicitation is to occur;

iii. Creation and placement of advertisements in connection with the EZIQC Contract solicitation process;

iv. Review, revision, and finalization of the bid documents in timely manner;

v. Scheduling and execution of any pre-bid seminars and development of materials associated with the pre-bid seminars;

vi. Creation and identification of evaluation committee responsible for review, evaluation, and award of EZIQC Contracts; and,

vii. Consult with Gordian on the above-listed tasks at it determines in its discretion.

B. **Marketing Support**: Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Sourcewell's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Sourcewell will:

1. Work with Gordian and exercise reasonable efforts to:

i. Carry out Sourcewell's responsibilities under the Joint Marketing Plan, as updated and amended by both parties, during the term of this Agreement;

ii. Provide any marketing materials developed under the Joint Marketing Plan to Gordian's designated marketing representative not less than 48 hours prior to publication. Gordian's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;

iii. Schedule and attend, not less than monthly, recurring calls with Gordian's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan;

iv. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Sourcewell plans to attend and which relate to the promotion and marketing of the EZIQC Program; and,

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

v. Provide a list of all Sourcewell Participating Entities, updated quarterly, to Gordian's designated marketing representative.

2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Sourcewell unless otherwise set forth in this Agreement or the Joint Marketing Plan.

C. **Accounting and Collections**: Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Sourcewell's designated accounting representative will be a member of the finance department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Sourcewell will:

1. Withhold any contract award or contract renewal from any EZIQC Contractor with an outstanding balance owed to Gordian of greater than $10,000.00 provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

2. Provide notice to Gordian of Sourcewell's intent to renew any EZIQC contract, or make any contract award, to any EZIQC Contractor with any outstanding accounts receivable that is over 90 days old, provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

3. Provide reasonable assistance and cooperation to Gordian in the collection of any outstanding balance owed by any EZIQC Contractor including, but not limited to, sending notices of default, notice of termination, or any other remedial action allowed by the EZIQC Contract or permitted by law.

4. Upon the approval of Sourcewell's General Counsel in the General Counsel's sole discretion, Join and bear the proportionate cost of any litigation initiated by Gordian to collect any unpaid balances owed by any EZIQC Contractor provided such unpaid balances exceed $50,000.00 in total for all EZIQC Contracts held by the EZIQC Contractor. Sourcewell's obligation to bear any cost of such litigation is contingent upon Gordian's full and timely performance of the vendor assessment and performance evaluation tasks described above with respect to the vendor.

ARTICLE 4: JOC SYSTEM LICENSE

Gordian hereby grants to Sourcewell, and Sourcewell hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting (JOC) System and other related proprietary materials to be used for the sole purpose of implementing and executing the EZIQC Program. Proprietary Information will include, but is not limited to Gordian'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 Gordian. In the event this

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

Agreement expires or terminates as provided herein, this JOC System License will terminate and Sourcewell will return to Gordian all Proprietary Information in its possession.

Sourcewell agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and will not reproduce, distribute or otherwise use the Proprietary Information for any purpose except as provided for herein, subject to federal and state laws related to public records disclosure.

Gordian believes that the unauthorized disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and that no such disclosure will be made to anyone without first providing notice to Gordian. The parties acknowledge that as a local agency of the State of Minnesota, Sourcewell is required to comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) which classifies and controls government data. Gordian considers its Proprietary Information to meet the statutory definition of Trade Secret and would therefore be protected from release. Sourcewell will provide prompt notice to Gordian in the event of receipt of a request for release of Gordian's Proprietary Information, but will have no obligation to seek an administrative or judicial order declaring the data non-public or trade secret under Chapter 13.

Gordian agrees to grant a license to each EZIQC Contractor that is awarded an EZIQC Contract by Sourcewell in connection with the EZIQC Program, provided the EZIQC Contractor remits all required payments to Gordian in a timely manner, and provided Sourcewell includes licensing language in the EZIQC contract similar in form to this JOC System License. In the event any contractor participating in the EZIQC Program fails to remit any payment to Gordian in a timely manner, Gordian will have the discretion to terminate the contractor's access to the Proprietary Information until such time as all outstanding payments are made.

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

ARTICLE 5: CONSIDERATION AND PAYMENT

In consideration of the Services provided, and the JOC System License granted above, Gordian will be paid the following fee:

A. **Gordian Administrative Fee**: Gordian will collect the percentage listed below of the value of each Job Order procured by a Participating Entity from an EZIQC Contractor. All reimbursable expenses related to the administration of the EZIQC Program will be considered included in the Gordian Administrative Fee set forth above, except as otherwise provided for herein.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Gordian's fee will be: 6.25%.
- For all purchase orders issued on or after April 1, 2021, Gordian's fee will be 6%.

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

B. **Sourcewell Administrative Fee**: In addition to the Gordian Administrative Fee, Sourcewell will be entitled to a Sourcewell Administrative Fee calculated as a percentage of the value of each Job Order procured by a Participating Entity from an EZIQC Contractor.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Sourcewell's fee will be: 1.25%.
- For all purchase orders issued on or after April 1, 2021, Sourcewell's fee will be 1.5%.

C. **State of Georgia:** For purchase orders issued under EZIQC contracts adopted by the State of Georgia, fees will be calculated as follows: 5.75% to Gordian, 0.75% to Sourcewell, and 1% to the State of Georgia.

D. **E&I Cooperative Services:** For purchase orders issued under EZIQC contracts adopted by E&I Cooperative Services, fees will be calculated as follows: 5.5% to Gordian, 1% to Sourcewell, and 1% to E&I Cooperative Services.

Sourcewell will include language in the EZIQC Contracts that: 1) instructs the EZIQC Contractors to include a total administrative fee of 7.5% in their adjustment factors to cover the full Administrative Fee; and 2) requires the EZIQC Contractors to remit the Sourcewell Administrative Fee to Gordian within five days of receiving payment from the Participating Entity for each Job Order performed by the EZIQC Contractor. Gordian will retain the Gordian Administrative Fee described above and remit all remaining collected Sourcewell Administrative Fees to Sourcewell.

ARTICLE 6: AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is Tony Glenz, Supplier Development Supervisor, Office: 218-894-5491, Mobile: 218-371-1671, or his successor, and has the responsibility to monitor Gordian's performance and the authority to accept the services provided under this Agreement.

B. Gordian's Authorized Representative is Louis Patin, Vice President, National Programs, 30 Patewood Drive, Suite 350, Greenville, SC 29615, Office: 800-874-2291 Mobile: 818-518-0678, or his successor.

ARTICLE 7: INSURANCE

A. **Insurance Requirements:** At its own expense, Gordian must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

1. Workers' Compensation and Employer's Liability: Workers' Compensation: As required by any applicable law or regulation. Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance: Gordian will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance: During the term of this Contract, Gordian will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. Umbrella Insurance: During the term of this Contract, Gordian will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$10,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability: During the term of this Contract, Gordian will maintain coverage for all claims Gordian may become legally obligated to pay resulting from any actual or alleged

DocuSign Envelope ID: 183158B3-C915-4CB8-85BB-562A9E3642DE

negligent act, error, or omission related to Gordian's professional services required under this Contract.

Minimum Limits:
$3,000,000 per claim or event
$3,000,000 annual aggregate

6. Network Security and Privacy Liability Insurance: During the term of this Contract, Gordian will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Gordian's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Gordian to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **Certificates of Insurance**: Prior to commencing under this Contract, Gordian must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Gordian.

Upon request, Gordian must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Gordian to provide certificates of insurance, in no way limits or relieves Gordian of its duties and responsibilities in this Contract.

C. **Additional Insured Endorsement and Primary and Non-Contributory Insurance Clause**: Gordian agrees Sourcewell and its Participating Entities, including their officers, agents, and employees, shall be covered as an additional insured under Gordian's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Gordian, and products and completed operations of Gordian. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **Waiver of Subrogation**. Gordian waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Gordian or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Gordian or its subcontractors. Where permitted by law, Gordian must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **Umbrella/Excess Liability**: The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **Self-Insured Retentions**: Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

ARTICLE 8: DATA AND INTELLECTUAL PROPERTY

A. **Government Data**: The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

B. **Trademark License**: Gordian grants to Sourcewell, during the term of this Agreement, a nontransferable, non-assignable, non-divisible, non-exclusive license, to use the trademarks, service marks and trade names set forth below, or as otherwise agreed to by the Parties in writing, solely in connection with this Agreement, and solely for the purpose of marketing, selling, advertising or otherwise promoting the Sourcewell EZIQC Program.

1. Gordian
2. EZIQC
3. Sightlines
4. RSMeans
5. Construction Task Catalog
6. eGordian
7. JOC Cloud

Any use of the trademarks set forth above shall at all times comply with any brand guidelines published by Gordian and provided to Sourcewell during the term of this Agreement. Any deviation from the brand guidelines shall require written approval from Gordian. Gordian may add, remove, or otherwise revise the list of trademarks by providing written notice to Sourcewell of such changes no less than 10 days prior to the date of such changes becoming effective.

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C. **Sourcewell Grant of License**: Sourcewell grants to Gordian a royalty-free, worldwide, non-exclusive right and license to use the its trademark in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Gordian. Gordian must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos. Upon the termination of this Contract for any reason, Gordian will have 30 days to remove all trademarks from signage, websites, and the like bearing Sourcewell's name or logo.

ARTICLE 9: GENERAL TERMS

A. **Governing Law, Jurisdiction and Attorney's Fees**: This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

B. **Assignment**: Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party, not to be unreasonably withheld. Any prohibited assignment will be invalid.

C. **Independent Contractor**: Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Sourcewell. Sourcewell will not be legally responsible for any negligence or other wrongdoing or intentional act by Gordian, its employees, servants or agents. Sourcewell will not withhold from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Sourcewell will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Sourcewell for its employees.

D. **Hold Harmless**: Gordian will indemnify and hold Sourcewell harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement, excluding any claims arising from the negligence or willful misconduct of Sourcewell or any of its representatives, agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

E. **Amendments**: Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

F. **Severability**: In the event that any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any

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other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

G. **Waiver**: Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

H. **Endorsement**: Gordian must not claim that Sourcewell endorses its products or services.

I. **Agreement Complete**: This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 10: TERMINATION

Either party may terminate this Agreement by providing 90 calendar days' written notice to the other party. Unless otherwise agreed by the parties, termination under this section will not relieve Sourcewell of its obligation to pay for satisfactorily completed services.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz

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Authorized Signature

Jeremy Schwartz

Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 4:13 PM CDT

The Gordian Group, Inc.

DocuSigned by:

By: Ammon Lesher

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Authorized Signature

Ammon Lesher

Name – Printed

Title: Vice President / General Counsel

Date: 9/16/2020 | 4:08 PM CDT

Sourcewell–APPROVED:

DocuSigned by:

By: Chad Coauette

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Authorized Signature

Chad Coauette

Name – Printed

Title: Executive Director/CEO

Date: 9/16/2020 | 4:17 PM CDT

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AMENDMENT NO. 1

TO

SOURCEWELL - GORDIAN

PROFESSIONAL SERVICES AGREEMENT

#091620-GGI

THIS AMENDMENT is effective upon the date of the last signature below by and between Sourcewell, 202 12th Street Northeast, PO Box 219, Staples, MN 56479, and The Gordian Group, Inc., 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Gordian").

Sourcewell and Gordian entered into a Professional Services Agreement effective September 16, 2020, through October 1, 2025 (hereinafter "Agreement").

Article 1.A. of the Agreement allows the term to be extended by mutual agreement of the parties. Therefore, the parties agree to extend the Agreement for two additional years with a new expiration date of October 1, 2027.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell	The Gordian Group, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Matthew L. Bausher 12DBAF0CE2B4409...
By: _____	By: _____
Jeremy Schwartz	Matthew L. Bausher
Title: Chief Procurement Officer	Title: Chief Customer Officer
Date: 1/24/2025 | 10:24 AM CST	Date: 1/24/2025 | 12:28 PM CST