

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GORDIAN FOR FACILITIES CONDITION ASSESSMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and Gordian, hereinafter referred to as “Contractor.”

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the field of facilities condition assessment.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. Scope of Services

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates David Tsung, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit “A.” The total sum to be expended

under this Agreement, shall not exceed Four Hundred Twenty Four Thousand Five Hundred Eighty One Dollars (\$424,581.00) during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "A."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor shall license the deliverables to the City for City's use as further described in Exhibit "B" of this Agreement.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed

by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary. City has waived its "no deductible" requirement for the above-mentioned insurance.

10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. City has waived its "no deductible" requirement for the above-mentioned insurance.

11. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

13. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Director may require Contractor to license to the City all deliverables completed as of such date, and in such case Contractor consents the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

18. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach
Attn: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

To Contractor:

Gordian
Attn: David Tsung
30 Patewood Drive
Building 2, Suite 350
Greenville, SC 29615

19. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

20. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

21. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

22. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

23. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

24. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

25. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

26. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable

efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

27. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

28. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

29. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

30. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

31. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

32. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

33. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

34. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

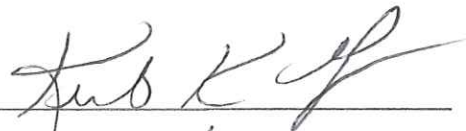
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35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR:
GORDIAN

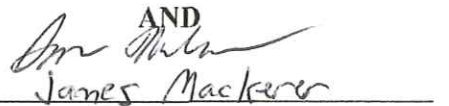
CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 
KRISTINA K CORRIARA
Print name

Mayor

ITS: (circle one) Chairman (President)
Vice President

City Clerk


AND
By: 
Print name

INITIATED AND APPROVED:

ITS: (circle one) Secretary (Chief Financial)
Officer/Asst. Secretary-Treasurer

Director of Public Works

APPROVED AS TO FORM:

City Attorney 

REVIEWED AND APPROVED:

City Manager

EXHIBIT A
STATEMENT OF WORK

Service Fees

EXHIBIT "A"

Customer	City of Huntington Beach
Quote #:	Q-274975
Project	24 FCA+, Site, Strategy

Preamble

This Statement of Work (“SOW” and “Statement of Work”), issued on October 24, 2024 (“Issue Date”), incorporates by reference and is governed by the terms and conditions of Agreement (“Agreement”) between the City of Huntington Beach (“Customer”) and The Gordian Group, Inc. (“Gordian”). When in conflict, the terms of this SOW shall supersede those of the Agreement solely in relation to the Project listed below.

Term Information

Term of Offer

Gordian reserves the right to reject this Statement of Work if it is not signed and returned to Gordian, sent to David Tsung, d.tsung@gordian.com, by November 30, 2024.

Term of Service

Gordian Assessment and Capital Planning Solutions (ACP) ordered hereunder will be available to Customer for 365 days from the Statement of Work Effective Date. After such date, any unused portion of the Services defined will be forfeited, unless otherwise agreed to by both parties (however the obligation for full payment shall remain). No forfeiture will occur if the parties are diligently working to completion.

Services shall not be scheduled or started pursuant to this SOW if Customer has an Accounts Receivable balance with Gordian that is more than thirty (30) days delinquent.

Customer Contact Information

Customer SOW Contact

Name: Patrick Bannon

Email: patrick.bannon@surfcity-hb.org

Phone: 714.505.2577

Service Fees

Customer Billing Information

All Invoices will be sent to the Billing Contact on file unless information is otherwise provided.

Service Description

Description	One-time Fee
Gordian Cloud Platform—Year One SaaS Subscription	\$9,648
Facilities Condition Assessment+ Service	\$269,084
Site Linear Assessment	\$32,197
Strategic Assessment Insights	\$18,786
Total	\$329,715
Year Two Services	Annual Fee
Assessment Data Update—requires SaaS subscription	\$25,759
Strategic Assessment Insights Update—requires SaaS subscription	\$11,082
Gordian Cloud Platform SaaS Subscription	\$9,937
Year Three Services	Annual Fee
Assessment Data Update—requires SaaS subscription	\$26,499
Strategic Assessment Insights Update—requires SaaS subscription	\$11,353
Gordian Cloud Platform SaaS Subscription	\$10,236

Sourcewell Contract #020421-ACT—15% discount

Notes

- Refer to Appendix A—Facilities List and Service Type
- Service and software fees will be increased by 3% per year after year one.

Payment Summary

Milestone Billing

Gordian Cloud Software Subscription Fee

Product Subscription Fees	Quantity/Metric	Year 1 Invoice Period Beginning 9/1/24	Year 2 Invoice Period Beginning 9/1/2025	Year 3 Invoice Period Beginning 9/1/2026	Total Fees Initial Term
Gordian Cloud Platform	1,466,427 GSF	\$9,648	\$9,937	\$10,236	\$29,821

Assessment Services Fixed Fee

#	Description	Billing %	Billing Amount
1	Project Initiation	10%	\$30,128
2	Assessment Complete	40%	\$120,512
3	Data Development Complete	35%	\$105,448
4	Preliminary Findings Delivered	10%	\$30,128
5	Presentation of Findings Delivered	5%	\$15,064
Total			\$301,281

Strategic Assessment Insights Fixed Fee

#	Description	Billing %	Billing Amount
1	Development	50%	\$9,393
2	Delivery	50%	\$9,393
Total			\$18,786

Software and Service Fee Terms

GENERAL

1.1 Above fees include reasonable and customary expenses, unless otherwise noted in the Scope of Work details (see below).

1.2 All fees exclude applicable taxes.

1.3 Gordian reserves the right to request a change order should the number of assets or the square footage change.

PAYMENT TERMS

2.1 Payment will be due within 30 days of invoice date.

2.2 Milestone Billing: Gordian will invoice per the Milestone Billing table displayed above in the Payment Summary section.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Customer:	Gordian Group
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Effective Date:
PO Required? Yes [] No [] If Yes, PO must be provided.	
Tax-exempt? Yes [] No [] If Yes, a Tax Exemption Certificate must be provided.	

Software Scope of Work

Gordian Cloud Platform

The Gordian Cloud Platform (GCP) integrates capital planning, estimating, and construction procurement capabilities in a single application powered by the industry-leading RSMeans Data. The GCP offers a unified user experience by connecting workflows throughout the building lifecycle. These workflows are enhanced with powerful automation and insights, ultimately ensuring optimal decision-making in project selection, budgeting, and execution and efficient and effective data management.

GCP includes the following capabilities for Assessments and Capital Planning.

Mobile Asset Capture—Streamline Asset Capture and Evaluation

Gordian's Mobile Asset Capture (MAC) application equips users with a comprehensive solution for digitally recording facility assets on-site, combining a user-friendly interface with the ability to instantly capture photos and asset details, and integrate RSMeans Data in one seamless action. This results in a unified repository for all collected asset data, streamlining facility management, and decision-making.

Capital Planning—Understand Facility Conditions to Drive Project Prioritization and Selection

Creating a cohesive capital plan begins with thoroughly understanding your asset inventory and conditions. Armed with comprehensive asset data and the industry-leading RSMeans cost information, your organization gains powerful analytical tools to prioritize asset replacement and chart the most strategic course of action.

Gordian's Capital Planning software offers an intuitive interface that simplifies the user experience, ensuring customers can fully leverage its capabilities. Accompanied by a comprehensive help system, it provides quick, accessible answers and resources, facilitating a swift and effective learning curve for all users.

Implementation

Gordian is committed to offering comprehensive support and collaboration for the seamless implementation of the GCP and MAC applications, enhancing the management of your capital planning objectives.

The support and implementation of the GCP and MAC applications for your organization will include the following:

- Personalized configuration of your GCP account and settings to meet your requirements and preferences.
- Authorized user access to the GCP and MAC applications.

- A Resource Center for your users to search or browse to get the most from the GCP and MAC applications' features and functions easily and quickly.
- Ongoing technical support and troubleshooting for the GCP and MAC applications' issues or queries.
- Ongoing customer success management to ensure your organization's satisfaction and adoption of the GCP and MAC applications.

Deliverables

Gordian will deliver the following to City of Huntington Beach:

- A configured and functional GCP account and MAC application for your organization.
- A user guide and training materials for the GCP and MAC applications.
- A support and customer success plan and schedule for the GCP and MAC applications.

Timeline

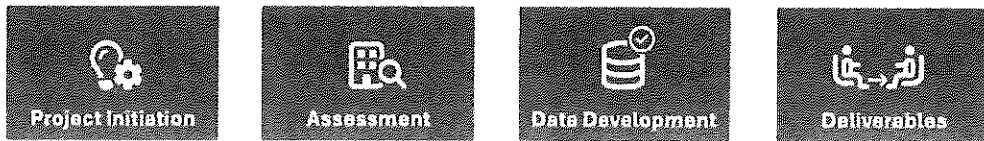
Gordian estimates that the implementation and support of the GCP and MAC applications for your organization will be completed within 30 business days following the signing of this SOW. The timeline may vary depending on the availability of your organization's resources, the complexity of the data migration, and the feedback and approval process. The project phases are provided on the following pages.

Services Scope of Work

FCA+ Assessment Approach

The FCA+ process is delivered using a disciplined and proven set of processes and tools to ensure that accurate data is collected and populated in the software to provide deep insights into your capital planning needs and to enable you to develop impactful capital plans.

Phases of the Condition Assessment Process



The assessment process is implemented through four phases:

- Project Initiation
- Assessment
- Data Development
- Deliverables

Each of these phases is described in the following sections.

Project Initiation Phase

The Project Initiation Phase of the assessment is the foundational stage where the groundwork for the entire assessment process is established.

Introduction to the Project Team and Customer Project Kick-off Meeting

Once you have been introduced to your project team, the first step is to discuss the details of the project during the kick-off meeting.

Set Goals

To kick off the project, your designated Gordian Project Manager will set up a meeting with your organization's key stakeholders for introductions and to confirm the goals and objectives for the project.

Confirm Scope and Deliverables

During the initiation phase, the Gordian Project Manager will collaborate with key stakeholders to establish and document the parameters for the assessment. A scoping meeting will be held to discuss and confirm schedules, assessment criteria, data classifications, system configuration, prioritizations, and categorizations.

Management Plan

The Gordian Project Manager will conduct regular progress meetings throughout the phases of the project to maintain open communication. The frequency of progress meetings will be determined during the initial engagement phase of the project. A schedule will be provided to illustrate the usual phases and milestones of the condition assessment project, including tasks and durations of your required involvement. The project schedule will be maintained by Gordian's Project Manager who oversees each task, communicates at both the project management and assessment team levels, and tracks changes closely.

Assessment Project Schedule

A detailed project schedule will be created when the assessment project is confirmed in cooperation with your organization. The prompt achievement of milestones and deliverables is fully dependent upon the accessibility of facilities—for FCA+—and the availability of staff and data.

City of Huntington Beach Responsibilities

To ensure the best possible quality of the final assessment information, some aspects of the work require support from our customers in addition to your involvement in the standard project delivery. The expected City of Huntington Beach responsibilities will be as follows:

- **Provide a Project Representative.** This person is responsible for coordinating your organization's resources as necessary for the project. This project representative will possess the authority to allocate and dedicate both human and material resources on behalf of your organization, ensuring the successful execution of the project.

- **Prepare and Organize.** Dedicate time to prepare and organize key reports, plans, and documents the team can utilize to support the field assessment work—data collection process. Careful preparation of facility plans and other documentation is important to our work. While we appreciate having access to large amounts of information, simply providing a link to an online library of large volumes of historical facility construction documents, reports, and other data, can introduce risk in the project timeline.
- **Before the On-Site Assessment Work.** Before Gordian arrives on-site, assist with developing a rational sequential work plan, obtain and prepare note-taking floor plans, facilitate any required security clearances, and arrange escorts for our assessment teams.
- **During the Assessment.** Once Gordian is on-site, provide a full-time—one per team—escort with access to all facility spaces and ensure that key operations and maintenance personnel are available to respond to questions. This ensures the ability to complete the assessment data-gathering process.
- **After the On-Site Work is Complete.** Once Gordian’s on-site work is finished, assist with data qualification as a further check on our internal Quality Control process. A timely review keeps the project on schedule and builds confidence that the information is complete and accurate.

Gordian’s Responsibilities

The Gordian Project Manager's responsibilities will be as follows:

- Develop the project instructions and resource scheduling.
- Provide the assessment team members with all collected information for their review before the on-site assessment phase.
- Coordinate and facilitate an internal kick-off meeting to bring together all members of the assessment team. Team composition is carefully selected by matching individual expertise and availability to the project's needs.
 - > The Gordian Project Manager determines the optimal number and structure of assessment teams, which may vary from solo professionals to groups of two or three, based on the size and complexity of the assets being evaluated.
- Supply the following project documents to your organization’s point of contact that will inform, track, and guide the project:
 - > Project team roster
 - > Project schedule
 - > Project kick-off meeting agenda and virtual meeting platform and details

Data Collection

The Gordian Project Manager will communicate with your facility and maintenance managers and staff members using email and teleconferencing to facilitate the collection of essential information required by our assessment teams. This data typically includes additional asset information (e.g., floor plans, drawings, previous studies, recent capital improvements made and planned for, etc.).

System Configuration

System configuration is necessary to prepare for the Assessment phase. In the Gordian Cloud Platform, we will create a virtual facilities inventory by leveraging technology to model the

facilities accurately. This baseline is created for facilities based on the level of detail required. For the FCA+ service, data is configured up to Unifomat Level 5.

Assessment Phase

The Assessment Phase is the fundamental step in building your assessment dataset in which Gordian professionals will account for your unique facility characteristics.

Onsite Assessment Using Mobile Asset Capture

During an FCA+, Gordian will send one or more teams to your facilities to perform the assessments. On the first day of the field visit, Gordian will organize a meeting with your team members who will be involved with the field assessment phases of the project to kick off the on-site survey work.

- The City of Huntington Beach agrees to grant Gordian’s field assessment team(s) prompt and full access to the subject properties, including supervised entry to all relevant areas and safe access to subject properties—including roof unless sloped—to facilitate a thorough and efficient assessment process.

Assets Included in an On-Site Assessment

Information gathered during the assessment process and stored in the Gordian Cloud Platform is organized by Unifomat code. The ASTM International Unifomat II Classification for Building Elements defines a standard classification for building elements and related site work. Each Unifomat II Category performs a given function, regardless of the design specification, construction method, or materials used. Using Unifomat II to classify systems and assets provides a consistent reference for the description, economic analysis, and management of building components during all phases of their life cycles.

The Unifomat II Classification for Buildings Elements is made up of four levels:

- **Level 1** is a general grouping of major elements.
- **Level 2** is group elements (e.g., roofing, conveying, plumbing).
- **Level 3** contains individual elements (e.g., basement walls, partitions, floor finishes).
- **Level 4** contains sub-elements of individual elements (e.g., specific equipment, door frames, roof canopies).

Following are examples of the assets evaluated as part of an on-site assessment:

- **Cooling:** Building Distribution, Generation
- **Electrical:** Building Distribution, Fixtures/Lighting, Generation, Secondary Services, Specialties
- **Exterior Shell:** Exterior Painting, Gutters & Leaders, Opening, Roof, Structural
- **Heating:** Building Distribution, Fuel Supply & Management, Generation
- **HVAC:** Air Handling, Building Distribution, End-use HVAC, Generation, Ventilation, Ceilings
- **Interior Shell:** Floors, Walls, Ceilings, Finishes
- **Mechanical:** Pumps/Motors, Specialty Equipment, Vertical Systems

- **Plumbing:** Bathroom Renovations, DHW Generation, Fixtures & Fittings, Primary Service, Pumps/Motors, Supply Piping, Waste Piping
- **Fire Safety:** Fire Alarm/Detection, Fire Protection/Egress

All evaluated assets will be assigned to specific Uniformat categories using the levels described previously.

The specific assets to be assessed—by Uniformat category—will be established during the Project Initiation phase.

Visual Inspection

Gordian’s team will visually inspect all the facilities included in the project’s scope to identify deficient conditions and assess the remaining lifecycle of designated assets documented by digital photographs.

- > The inspection of the facilities' interior space will include all mechanical and electrical rooms, all public spaces, and a representative sampling of similar room types (e.g., offices).
- > The inspections of the facility's exterior space will include an approximate ten-foot perimeter around the facility and the areas adjacent to and/or attached to the facility that are inherent to the facility’s use, such as ramps, stairs, entryways, and exterior wall-mounted lighting.

Digital Photos

Gordian will capture photos during the assessment process and associate them with facilities, assets, and/or requirements to visually illustrate existing conditions.

Requirements

If the scope of your service includes our most detailed assessment (FCA+), the Gordian team will provide experienced professionals to document observed deficiencies as they relate to accessibility, life safety, building codes and standards and local regulations during the evaluation of asset condition. In addition, the team will identify projects where an alternative action to full asset replacement is feasible to help extend or preserve Remaining Useful Life. FCA+ will also consider factors such as environmental exposure, quality of installation, material suitability, and the rigor of the preventive maintenance program.

- > **Findings Limitations.** Non-compliance findings are limited due to sampling of space and limited measurements and therefore should not be considered an exhaustive list of all non-compliance for a given property.
- > **New Construction.** Non-compliance may be noted concerning codes for new construction, without implying non-conformance with older regulations in force at the time of original construction.
- > **Accessibility.** Apparent accessibility compliance issues are noted as observed during the visual inspection of an asset. A detailed study of the requirements of accessibility—such as would be provided by a specialized ADA compliance consultant—is beyond this scope.

Site Linear Assessment

The assessment of site and utilities assets will include the systems listed below.

-
- Roadways
 - Fixed Benches and Other Appurtenances

- Parking Lots
- Lighting
- Major Pedestrian Walkways
- Architectural and Sports Field Fencing
- Exterior Steps
- Storm Water System
- Fuel Supply
- Water Supply and Distribution
- Primary Electric Supply & Distribution
- Chilled Water Distribution
- Sanitary Sewer
- Steam & Condensate Distribution
- Playground Equipment
- Heating Hot Water Distribution
- Retaining Walls over 5' in Height
- Irrigation Systems

Please note the following:

- Visible systems will be evaluated by physically touring the site, reviewing institution maintenance records, and conducting in-depth interviews with facility personnel with historical knowledge of each asset.
- Where site assets and their system components are buried or otherwise inaccessible, Gordian will interview institution personnel and review the City of Huntington Beach maintenance records and drawings to gain insight and gather information related to system type, age, quantities, and condition to construct assets and system data models, including cost estimates and relative condition estimates.
- Details on Uniformat level data capture of site assets can be found below.

Legend

- In scope for this project as a system, if observable or if information is provided. *May be created as separate systems for an additional level of detail at the Assessors Option or maybe line items within a system or an RSMeans assembly or may be included in a higher-level system and not be specifically itemized in the data.*
- Normally not in scope

Level 2: Group Elements	Level 3: Individual Elements	Level 4: Sub-Elements	Unit of Measure
G10-Site Preparation	G1010-Site-Clearing	G1011-Clearing & Grubbing G1012-Tree Removal & Thinning	
	G1020-Site Demolition & Relocation	G1021-Building Demolition G1022-Demolition of Site Components G1023-Relocation of Building & Utilities G1024-Utilities Relocation	
	G1030-Site Earthwork	G1031-Site Grading-Excavation G1032-Borrow-Fill G1033-Soil Stabilization & Treatment G1034-Site Dewatering G1035-Site Shoring G1036-Embankments G1037-Erosion Control	
	G1040-Hazardous Waste Remediation	G1041-Removal of Contaminated Soil	

Level 2: Group Elements	Level 3: Individual Elements	Level 4: Sub-Elements	Unit of Measure
		G1042 Soil Restoration & Treatment	
G20 Site Improvement	G2010 Roadways	G2011 Bases & Sub-Bases	SF
		G2012 Paving & Surfacing	SF
		G2013 Curbs Gutters & Drains	LF
		G2014 Guardrails & Barriers	LF
		G2015 Painted Lines	SF
		G2016 Marking & Signage	
		G2017 Vehicular Bridges	Each
	G2020 Parking Lots	G2021 Bases & Sub-Bases	SF
		G2022 Paving & Surfacing	SF
		G2023 Curbs, Rails & Barriers	LF
		G2024 Parking Booths & Equipment	Each
		G2025 Markings & Signage	Each
	G2030 Pedestrian Paving	G2031 Paving & Surfacing	SF
		G2032 Edging	
		G2033 Exterior Steps	Flight
		G2034 Pedestrian Bridges	Each
	G2040 Site Development	G2041 Fences & Gates	LF
		G2042 Retaining Walls	LF
		G2043 Terrace & Perimeter Walls	
		G2044 Signage	
		G2045 Site Furnishings	
		G2046 Fountains, Pools & Watercourses	Each
		G2047 Playing Fields	Each
		G2048 Flagpoles	Each
		G2049 Miscellaneous Structures	Varies
	G2053 Topsoil & Planting	G2051 Fine Grading & Soil Preparation	
		G2053 Topsoil & Planting	
		G2053 Topsoil & Planting Beds	
		G2053 Topsoil & Planting	
		G2057 Irrigation Systems	
		G2059 Other Landscape Features	
G30 Site Mechanical Utilities	G3010 Water Supply	G3011 Potable Water Distribution & Storage	LF
		G3012 Non-Potable Water Distrib. & Storage	LF
		G3013 Well Systems	Each
		G3014 Fire Protection Distribution & Storage	Each
		G3015 Pumping Stations	Each
		G3016 Package Water Treatment Plants	Each

Level 2: Group Elements	Level 3: Individual Elements	Level 4: Sub-Elements	Unit of Measure
	G3020 Sanitary Sewer	G3021 Piping G3022 Manholes & Cleanouts G3023 Septic Disposal Systems G3024 Lift Stations G3025 Packaged Water-Waste Treatment Plants G3026 Septic Tanks G3027 Drain Fields	LF SF Each Each SF
	G3030 Storm Sewer	G3027 Drain Fields G3032 Manholes G3033 Headwalls & Catch Basins G3034 Lift Stations G3035 Retention Ponds G3036 Ditches & Culverts	SF Each LF
	G3040 Heating Distribution	G3041 Steam Supply G3042 Condensate Return G3043 Hot Water Supply System G3044 Pumping Stations	LF LF LF Each
	G3050 Cooling Distribution	G3051 Chilled Water Piping G3052 Wells for Cooling/Heating G3053 Pumping Stations G3054 Cooling Towers on Site	LF Each Each Each
	G3060 Fuel Distribution	G3061 Fuel Piping G3062 Fuel Equipment G3063 Fuel Storage Tanks G3064 Fuel Dispensing Stations	LF Each
	G3090 Other Site Mechanical Utilities	G3091 Industrial Waste Systems G3092 POL (Petroleum Oil & Lubricants) Distribution Systems	Each
G40 Site Electrical Utilities	G4010 Electrical Distribution	G4011 Substations G4012 Overhead Power Distribution G4013 Underground Power Distribution	Each LF LF
	G4020 Site Lighting	G4021 Fixtures & Transformers G4022 Poles G4023 Wiring Conduits & Duct banks G4024 Site Lighting Controls	Each Each LF SF or Each
	G4030 Site Communication & Security	G4031 Site Communication Systems (duct banks) G4032 Site Security & Alarm Systems	LF LF or Each
	G4090 Other Site Electrical Utilities	G4091 Cathodic Protection G4092 Site Emergency Power Generation	Each

Level 2: Group Elements	Level 3: Individual Elements	Level 4: Sub-Elements	Unit of Measure
G90 Other Site Construction	G9010 Service & Pedestrian Tunnels	G9011 Service Tunnels G9012 Trench Boxes G9013 Pedestrian Tunnels	LF
	G9090 Other Site Systems	G9091 Snow-Melting Systems	SF

Data Development Phase

As we transition into the Data Development Phase, Gordian will process and refine the data collected on-site, ensuring that each facility's profile is accurately documented, costed, and analyzed for effective lifecycle management on the GCP.

Data Processing

After the on-site work is complete and the data has been synced to the GCP, the Gordian assessment team(s) will review their notes and findings and complete the tasks of documenting each facility, including asset and/or requirement data updates, costing, estimated life, and reporting. All data will be housed on the GCP.

Testing, measuring, or preparing calculations for any asset or component to determine adequacy, capacity, or compliance with any standard is outside the scope of assessment.

Requirements will be identified for the entire facility—not by individual room or component unless specified otherwise.

Facilities and Asset Descriptions

A narrative summary of each assessed facility and its assets will be documented to support field findings and adjustments. This information is useful for having key information about a facility including finishes and infrastructure. For all assets—where the condition is rated poor—and all requirements, a narrative will describe the needs in detail.

Data Quality Control and Assurance

Our Center of Excellence team will process the assessment data, utilizing our AI-powered quality control software to guarantee the highest standards of data quality and integrity. Once the data passes our quality check, it will be presented to your organization for review and approval, ensuring accuracy and satisfaction.

Data Qualification and Acceptance

Following our internal review, Gordian will conduct a data qualification meeting with your team to review a summary of identified needs to help guide the feedback process and make changes as requested. If desired, detailed data can be provided for independent customer review. While City of Huntington Beach input is not required, it is valued to ensure the assessment's precision and depth. Any feedback provided will be incorporated into the final deliverables.

Deliverables Phase

Once the Data Development Phase is complete, we move to the Deliverables Phase which includes the presentation of findings and seek project completion acceptance from you.

Preliminary Findings Delivered and Client Review

An initial draft of our presentation of findings will be created and provided for your review and feedback.

Presentation of Findings Delivered

Following the review, the Gordian Project Manager will host a formal meeting dedicated to presenting the comprehensive results of the assessment.

Final Report Package Delivery

This final report details Gordian's findings including requirement and renewal costs and timelines. These elements are essential for creating various funding scenarios, allowing for a side-by-side evaluation of potential investment strategies. We deliver final reports electronically in PDF.

The Final Report Package will include the following elements:

- **Executive Summary.** This report provides high-level information to offer an overview of the facilities together as a portfolio.
- **Assessment Methodology.** This report covers the assessment process itself
- **Appendix Report Data.** This element includes major findings from the assessment process in various data summaries and reports.

Introduction and Orientation to the Gordian Cloud Platform

If you are new to GCP, the Gordian Project Manager will provide an introduction and orientation to this platform for your project team; this will continue throughout your partnership with Gordian with our Customer Success team. You will also be introduced to your personal Customer Success Manager, who will be available to assist you beyond the initial project completion.

Scope of Work Completion

The Notification Period before the closure of the scope of work is 10 Business Days from the date Gordian provides written notice to City of Huntington Beach that states the delivery of Services is complete.

In the event:

- City of Huntington Beach does not provide notice of material non-conformance or request for

change during the Notification Period, the project will be closed, and no additional work will be performed by Gordian pursuant to the Services contained herein.

- City of Huntington Beach does provide notice of material non-conformance or request for change after the expiration of the Notification Period, such work shall only be performed under a new contractual arrangement.
- Material non-conformance is identified within the Notification Period, Gordian shall promptly correct such non-conformance, which was due to fault or negligence of Gordian, at no additional cost to City of Huntington Beach.

Strategic Assessment Insights

Once your assessment is complete, Gordian will engage you through the following steps:

Strategic Assessment Insights Development

- **Customize Strategic Tools.** Gordian uses an array of strategic concepts as tools to tie facilities projects to the mission and vision of leadership and define a framework for reinvestment funding. The primary strategic and functional prioritization tools are outlined below though others may be added as necessary to ensure a robust toolkit.
 - **Building Portfolios.** Organizing facilities into a portfolio of assets provides the means to reflect existing priorities and future aspirations.
 - **Project Category.** The classification of a project helps to differentiate between a “want” versus a “need.”
 - **Project Package.** Typical packages are Building Envelope, Building System, Infrastructure, Space Renewal, and Safety/Code.
 - **Timeframe.** Multi-year investment timeframes—immediate investment needs, 1-3 years, 4-7 years, 8-10 years, etc.—establish useful investment horizons based on age and condition.
 - **Investment Criteria.** Gordian uses Investment Criteria to help decision-makers understand the importance or impact of a project.
- **Develop a Multi-year Capital Plan.** Gordian engages leadership in an exercise that guides future investment decisions and ensures the effective use of capital investment funds.
- **Project Selection.** Gordian will work with your organization to assign a custom scoring methodology to rank projects within facilities where a condition assessment was conducted or those facilities that otherwise have modeled component-level detail.

Strategic Assessment Insights Delivery

Along with sessions throughout the process to gather necessary information and insights, Gordian will deliver a completed strategic capital plan and recommendations for the next steps. This presentation will recommend a strategic course of action as well as:

- Provide context of historical funding levels and detail backlog origin.
- Give a summary-level overview of facilities needs highlighting key strategic issues.
- Summarize Gordian’s recommendation for a portfolio investment plan that ties to priorities and available funding.

As directed, an additional presentation can be given to senior leadership (e.g. CFO, President, Cabinet, Board of Trustees) or the appropriate audience at your organization.

Year Two Services

Gordian is committed to offering flexible post-project support tailored to your specific needs, whether it is refreshing your data and facility asset inventories or providing sustained access to the Gordian Cloud Platform. For an additional fee, our partnership ensures that your team is equipped with the latest tools and information for efficient and effective facility management.

Assessment Data Update

The true mark of success for any capital investment program is securing ongoing funding—approval for the second, third, and subsequent rounds of investment is key. The cornerstone of building this trust is the ability to track and showcase the program's achievements.

Gordian suggests an annual update process that independently confirms performance and demonstrates progress toward the attainment of goals.

Ongoing annual support will include:

- Annual documentation of projects completed, their cost, and impact on the phase-out plan.
- Documenting and updating the project inventory for any “new” customer-provided projects.
- Qualification of data updates to ensure accuracy.

Strategic Assessment Insights Update

In conjunction with annual data updates, strategic assessment insights can be updated to reflect the status of your database. As key investments, divestments, or other facility or asset decisions are made, stakeholders must remain informed, and progress toward your strategic plan is tracked. Your Gordian Project Manager will facilitate the update of key deliverables and host a formal presentation of findings to stakeholders of City of Huntington Beach’s choosing. Gordian deliverables can be designed appropriately for a wide variety of audiences, including executive leadership summary presentations.

Gordian Cloud Platform Software

To keep the program performing and the power of facilities investment decision-making at your fingertips, Gordian will continue to provide immersive user access and support by our leading customer success team for the Gordian Cloud platform for as long as your subscription is active. This platform will allow you to house the most up-to-date facility inventory information, keeping you seamlessly integrated into your capital planning data via reports, dashboards, and interactive tools.

Appendix A—Facility List and Service Type

The Facilities included in this scope of work are:

Facility Name	SQ FT	Complexity	Service Type
Civic Center Council/Chambers	4,000.00	Standard	Facility Condition Assessment+
Civic Center Police Department	78,966.00	Standard	Facility Condition Assessment+
Civic Center Public Works	106,635.00	Standard	Facility Condition Assessment+
Beach Jr. Lifeguard HQ	7,064.00	Standard	Facility Condition Assessment+
Beach Lifeguard HQ	12,892.00	Standard	Facility Condition Assessment+
Beach Lifeguard HQ Gate	42.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #1	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #2	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #3	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #4	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #5	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #6	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #7	144.00	Parking Garage	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Beach Lifeguard Tower #8	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #9	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #10	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #11	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #12	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #13	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #14	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #15	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #16	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #17	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #18	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #19	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #20	144.00	Parking Garage	Facility Condition Assessment+
Beach Lifeguard Tower #21	144.00	Parking Garage	Facility Condition Assessment+
Beach Parking Booth #1 North	40.00	Parking Garage	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Beach Parking Booth #2 Lake	125.00	Parking Garage	Facility Condition Assessment+
Beach Parking Booth #3 Hunt.	40.00	Parking Garage	Facility Condition Assessment+
Beach Parking Booth #4 Beach Blvd.	40.00	Parking Garage	Facility Condition Assessment+
Beach Parking Structure w/2 Elev.	317,261.00	Parking Garage	Facility Condition Assessment+
Beach Pier Electrical Room	225.00	Standard	Facility Condition Assessment+
Beach Pier Restroom Trailer	850.00	Standard	Facility Condition Assessment+
Beach Pier Zero Tower	300.00	Standard	Facility Condition Assessment+
Beach Restroom #1 North	800.00	Standard	Facility Condition Assessment+
Beach Restroom #2	800.00	Standard	Facility Condition Assessment+
Beach Restroom #3	860.00	Standard	Facility Condition Assessment+
Beach Restroom #4	798.00	Standard	Facility Condition Assessment+
Beach Restroom #5 South	779.00	Standard	Facility Condition Assessment+
Beach Restroom #6 North of Pier	629.00	Standard	Facility Condition Assessment+
Beach Restroom Trailer	800.00	Standard	Facility Condition Assessment+
Beach Yard Bldg. #1 Offices	4,000.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Beach Yard Bldg. #2 Garage	4,000.00	Parking Garage	Facility Condition Assessment+
Meadowlark Caretakers Residence	3,000.00	Standard	Facility Condition Assessment+
Beach Conc. Beach Hut	1,817.00	Standard	Facility Condition Assessment+
Beach Conc. Dwight's	3,332.00	Standard	Facility Condition Assessment+
Beach Conc. Jack's	2,064.00	Standard	Facility Condition Assessment+
Beach Conc. Sunny's	1,152.00	Standard	Facility Condition Assessment+
Beach Conc. Vic's	3,069.00	Standard	Facility Condition Assessment+
Beach Conc. Waterfront Cab.	2,470.00	Standard	Facility Condition Assessment+
Beach Conc. Zack's too	2,232.00	Standard	Facility Condition Assessment+
Boys and Girls Club	6,000.00	Standard	Facility Condition Assessment+
Brooks House	5,600.00	Standard	Facility Condition Assessment+
Central Aldertree Conc.	1,200.00	Standard	Facility Condition Assessment+
Central Breakfast Park Conc.	4,820.00	Standard	Facility Condition Assessment+
Cultural Arts Center	11,092.00	Standard	Facility Condition Assessment+
HB Art Center	10,225.00	Standard	Facility Condition Assessment+
Golden West College Shed	102.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Legal Aid Office	450.00	Standard	Facility Condition Assessment+
Meadowlark Golf Club House	7,906.00	Standard	Facility Condition Assessment+
Newland House Museum	2,750.00	Standard	Facility Condition Assessment+
Oak View Day Care #1	1,500.00	Standard	Facility Condition Assessment+
Oak View Day Care #2	2,400.00	Standard	Facility Condition Assessment+
Ocean View Ests. Trailer Park Club	2,219.00	Standard	Facility Condition Assessment+
Surf Museum	2,250.00	Standard	Facility Condition Assessment+
Boy Scout Cabin at Lake Park	1,574.00	Standard	Facility Condition Assessment+
Central Nature Center	1,863.00	Standard	Facility Condition Assessment+
Chris Carr Pump House	150.00	Standard	Facility Condition Assessment+
City Gym	23,600.00	Standard	Facility Condition Assessment+
Edison Comm. Center	11,065.00	Standard	Facility Condition Assessment+
Edison Comm. Center Cabana #1	850.00	Standard	Facility Condition Assessment+
Edison Comm. Center Cabana #2	850.00	Standard	Facility Condition Assessment+
Edison Comm. Center Cabana #3	850.00	Standard	Facility Condition Assessment+
Edison Comm. Center Cabana #4	850.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Greer Annex Pump House	99.00	Standard	Facility Condition Assessment+
Greer Ball Field Shack	100.00	Standard	Facility Condition Assessment+
Harbor View Comm. Center	2,203.00	Standard	Facility Condition Assessment+
Lake Park Comm. Center	3,000.00	Standard	Facility Condition Assessment+
Lake View Comm. Center	2,000.00	Standard	Facility Condition Assessment+
Lebard Comm. Center	800.00	Standard	Facility Condition Assessment+
Marina Park Cabanas	2,960.00	Standard	Facility Condition Assessment+
Marina Rest Bldg.	1,050.00	Standard	Facility Condition Assessment+
Murdy Comm. Center	11,000.00	Standard	Facility Condition Assessment+
Murdy Picnic Cabana	3,480.00	Standard	Facility Condition Assessment+
Newland Barn	6,000.00	Standard	Facility Condition Assessment+
Oakview Comm. Center & Gym	10,000.00	Standard	Facility Condition Assessment+
Percy Park Dock	276.00	Standard	Facility Condition Assessment+
Seabridge Park Restrooms	475.00	Standard	Facility Condition Assessment+
SeniorCtr in the Park	37,537	Standard	Facility Condition Assessment+
Memorial Hall	2,700.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Terry Park Comm. Center	1,664.00	Standard	Facility Condition Assessment+
Trinidad Park Restroom	456.00	Standard	Facility Condition Assessment+
Worthy Park Storage Cont.	120.00	Standard	Facility Condition Assessment+
Worthy Park Utility Bldg.	120.00	Standard	Facility Condition Assessment+
Bushard Fire Station	5,700.00	Standard	Facility Condition Assessment+
Gothard Fire Station	10,200.00	Standard	Facility Condition Assessment+
Heil Fire Station	5,712	Standard	Facility Condition Assessment+
JPTC Bruno Bldg.	4,000	Standard	Facility Condition Assessment+
JPTC Butler Bldg.	2,475.00	Standard	Facility Condition Assessment+
JPTC Control Tower	450.00	Standard	Facility Condition Assessment+
JPTC Operations Center	13,600.00	Standard	Facility Condition Assessment+
JPTC Training Tower	720.00	Standard	Facility Condition Assessment+
Lake Fire Station	11,508.00	Standard	Facility Condition Assessment+
Magnolia Fire Station	5,702.00	Standard	Facility Condition Assessment+
Murdy Fire Station	11,500.00	Standard	Facility Condition Assessment+
Warner Fire Station	8,750.00	Standard	Facility Condition Assessment+
Heliport	9,081.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Heliport Search & Rescue	2,000.00	Standard	Facility Condition Assessment+
Heliport Trailer	1,272.00	Standard	Facility Condition Assessment+
Huntington Center PD Substation	250.00	Standard	Facility Condition Assessment+
Huntington Harbor PD Substation	600.00	Standard	Facility Condition Assessment+
Shank House Substation	2,860.00	Standard	Facility Condition Assessment+
Vista Center Police Substation	1,500.00	Standard	Facility Condition Assessment+
Banning Library	2,400.00	Standard	Facility Condition Assessment+
Central Library	107,400.00	Standard	Facility Condition Assessment+
Central Library Elect. Service	200.00	Standard	Facility Condition Assessment+
Graham Library	2,500.00	Standard	Facility Condition Assessment+
Main Street Library	9,306.00	Standard	Facility Condition Assessment+
Main Street Library M.U.N.	1,025.00	Standard	Facility Condition Assessment+
Oakview Library	1,900.00	Standard	Facility Condition Assessment+
Yard Crews Lounge	900.00	Standard	Facility Condition Assessment+
Yard Haz-Mat Storage	300.00	Standard	Facility Condition Assessment+
Yard Mechanics Bldg. #1	625.00	Standard	Facility Condition Assessment+
Yard Mechanics Bldg. #2	1,000.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Yard Main Offices	4,010.00	Standard	Facility Condition Assessment+
Yard Old Offices	1,956.00	Standard	Facility Condition Assessment+
Yard Shed #1	300	Parking Garage	Facility Condition Assessment+
Yard Shed #2	300.00	Parking Garage	Facility Condition Assessment+
Yard Shed #3	150.00	Parking Garage	Facility Condition Assessment+
Yard Shed #4	225.00	Parking Garage	Facility Condition Assessment+
Yard Shed #5	225.00	Parking Garage	Facility Condition Assessment+
Yard Shed #6	225.00	Parking Garage	Facility Condition Assessment+
Yard Shed #7	225.00	Parking Garage	Facility Condition Assessment+
Yard Shed #8	225.00	Parking Garage	Facility Condition Assessment+
Yard Shed #9	1,000.00	Parking Garage	Facility Condition Assessment+
Yard Shed #10	575.00	Parking Garage	Facility Condition Assessment+
Yard Storage Container #11	300.00	Standard	Facility Condition Assessment+
Yard Storage Container #12	300.00	Standard	Facility Condition Assessment+
Yard Storage Container #13	300.00	Standard	Facility Condition Assessment+
Yard Storage Container #14	300.00	Standard	Facility Condition Assessment+
Yard Storage Container #15	300.00	Standard	Facility Condition Assessment+
Yard Storage Container #16	300.00	Standard	Facility Condition Assessment+
Central Park Amphitheater	945.00	Parking Garage	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Central Park Elect. Service	500.00	Standard	Facility Condition Assessment+
Central Park Picnic Shelter	3,393.00	Standard	Facility Condition Assessment+
Central Park Restroom #1A	600.00	Standard	Facility Condition Assessment+
Central Park Restroom #1B	600.00	Standard	Facility Condition Assessment+
Central Park Restroom #2A	600.00	Standard	Facility Condition Assessment+
Central Park Restroom #2B	600.00	Standard	Facility Condition Assessment+
Central Park Restroom #3B	600.00	Standard	Facility Condition Assessment+
Central Park Restroom #4B	600.00	Standard	Facility Condition Assessment+
City Yard Bldg. A - Admin.	7,200.00	Standard	Facility Condition Assessment+
City Yard Bldg. B - Veh. Maint.	30,201.00	Standard	Facility Condition Assessment+
City Yard Bldg. C - Combined Maint.	19,300.00	Standard	Facility Condition Assessment+
City Yard Bldg. D - PD Mech.	7,680.00	Standard	Facility Condition Assessment+
City Yard Bldg. E - Warehouse	14,448.00	Standard	Facility Condition Assessment+
City Yard Bldg. F - Communications	1,200.00	Standard	Facility Condition Assessment+
City Yard Bldg. G - Compressor/Elect	1,290.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
City Yard Bldg. H - Sheet Metal Shop	960.00	Standard	Facility Condition Assessment+
City Yard Bldg. I - Haz. Mat. Storage	150.00	Standard	Facility Condition Assessment+
City Yard Bldg. J - Signs & Mkg. Equip	720.00	Standard	Facility Condition Assessment+
City Yard Bldg. K - Signs & Mkg. Equip	720.00	Standard	Facility Condition Assessment+
City Yard Bldg. L - Streets	800.00	Standard	Facility Condition Assessment+
City Yard Bldg. M - Streets	800.00	Standard	Facility Condition Assessment+
City Yard Bldg. N - Streets	1,000.00	Standard	Facility Condition Assessment+
City Yard Bldg. O - Streets	1,000.00	Standard	Facility Condition Assessment+
City Yard Bldg. P - Building Maint. Storage	960.00	Standard	Facility Condition Assessment+
City Yard Bldg. Q - Generator Storage	2,400.00	Parking Garage	Facility Condition Assessment+
City Yard Bldg. R - Wastewater	2,400.00	Standard	Facility Condition Assessment+
Water Flood Adams	1,000.00	Standard	Facility Condition Assessment+
Water Flood Atlanta #1	960.00	Standard	Facility Condition Assessment+
Water Flood Atlanta #2	736.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Water Flood Banning	1,326.00	Standard	Facility Condition Assessment+
Water Flood Flounder	320.00	Standard	Facility Condition Assessment+
Water Flood Hamilton	1,219.00	Standard	Facility Condition Assessment+
Water Flood Heil	320.00	Standard	Facility Condition Assessment+
Water Flood Indianapolis	1,272.00	Standard	Facility Condition Assessment+
Water Flood Marilyn	960.00	Standard	Facility Condition Assessment+
Water Flood Meredith	560.00	Standard	Facility Condition Assessment+
Water Flood Newland	1,078.00	Standard	Facility Condition Assessment+
Water Flood Scenario	684.00	Standard	Facility Condition Assessment+
Water Flood Shields	432.00	Standard	Facility Condition Assessment+
Water Flood Slater	18,848.00	Standard	Facility Condition Assessment+
Water Flood Slater Sump Pump Bldg.	225.00	Standard	Facility Condition Assessment+
Water Flood Springdale	1,325.00	Standard	Facility Condition Assessment+
Water Flood Yorktown	620.00	Standard	Facility Condition Assessment+
Water Operations	10,000.00	Standard	Facility Condition Assessment+
Water Productions	8,300.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Water Reservoir Goldenwest (Clay)	78,000.00	Standard	Facility Condition Assessment+
Water Reservoir Overmyer	114,500.00	Standard	Facility Condition Assessment+
Water Resvr. Overmyer Booster(New)	2,730.00	Standard	Facility Condition Assessment+
Water Reservoir Peck	94,923.00	Standard	Facility Condition Assessment+
Water Resvr. Peck Booster Pump	702.00	Standard	Facility Condition Assessment+
Water Residence	961.00	Standard	Facility Condition Assessment+
Water Resvr. Overmyer Booster Bldg.	4,000.00	Standard	Facility Condition Assessment+
Water Warehouse	10,550.00	Standard	Facility Condition Assessment+
Water Well #1	425.00	Standard	Facility Condition Assessment+
Water Well #1 Chlorine Bldg.	80.00	Standard	Facility Condition Assessment+
Water Well #1 Equipment Bldg.	200.00	Standard	Facility Condition Assessment+
Water Well #1 Flouride Bldg.	80.00	Standard	Facility Condition Assessment+
Water Well #2	481.00	Standard	Facility Condition Assessment+
Water Well #4	600.00	Standard	Facility Condition Assessment+
Water Well #4 Chlorine Bldg.	64.00	Standard	Facility Condition Assessment+
Water Well #5	330.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Water Well #5 Chlorine Bldg.	125.00	Standard	Facility Condition Assessment+
Water Well #5 Flouride Bldg.	64.00	Standard	Facility Condition Assessment+
Water Well #6	3,570.00	Standard	Facility Condition Assessment+
Water Well #6 Chr. & Flour. Bldg.	64.00	Standard	Facility Condition Assessment+
Water Well #7	600.00	Standard	Facility Condition Assessment+
Water Well #7 Chr. & Flour. Bldg.	250.00	Standard	Facility Condition Assessment+
Water Well #8	75.00	Standard	Facility Condition Assessment+
Water Well #8 Chlorine Bldg.	64.00	Standard	Facility Condition Assessment+
Water Well #9	600.00	Standard	Facility Condition Assessment+
Water Well #9 Flouride Bldg.	125.00	Standard	Facility Condition Assessment+
Water Well #9 Well Head Bldg.	80.00	Standard	Facility Condition Assessment+
Water Well #10	600.00	Standard	Facility Condition Assessment+
Water Well Clay Booster Stat. Back- up	100.00	Standard	Facility Condition Assessment+
Water Well Clay Booster Stat. Bldg.	528.00	Standard	Facility Condition Assessment+
Water Well Dyke	80.00	Standard	Facility Condition Assessment+
Water Well Dyke Chlorine Bldg.	36.00	Standard	Facility Condition Assessment+

Facility Name	SQ FT	Complexity	Service Type
Water Well Dyke Flouride Bldg.	36.00	Standard	Facility Condition Assessment+
310 5th	2,688.00	Standard	Facility Condition Assessment+
408 1/2 PCH Commercial Bldg.	1,600.00	Standard	Facility Condition Assessment+
411 Olive	1,200.00	Standard	Facility Condition Assessment+
438 Main	4,500.00	Standard	Facility Condition Assessment+
705 Yorktown Rental Residence	2,000.00	Standard	Facility Condition Assessment+
Beach Conc. Sunny's	4,000.00	Standard	Facility Condition Assessment+
Total GSF	1,446,427		

Site Linear Assessments

Facility Name	SQ FT	Asset Use/Type
Block Walls	359,040	(assumes 8' high, 44,880 l.f. or 8.5 miles)
Beach Parking 5th Street Lot	15,410	
Beach Parking Lot. Grd. Lighting	1,000	
Beach Pier	55,000	
Dump Graham Sweeper	105	
Adventure Playground	450	
Central Transformer Sys Enclosure	1,000	
Percy Park Dock	276	
Sewer Station A	100	Vault
Sewer Station Algonquin	100	Submersible Pump

Sewer Station Atlanta	100	Submersible Pump
Sewer Station B	100	Vault
Sewer Station Brighton	100	Vault
Sewer Station Brookhurst	100	Vault
Sewer Station Bushard	100	Vault
Sewer Station C	100	Vault
Sewer Station Coral Clay	100	Vault
Sewer Station D	100	Vault
Sewer Station Davenport	100	Vault
Sewer Station Dilks Ditch	100	Vault
Sewer Station E	100	Vault
Sewer Station Edgewater	100	Vault
Sewer Station Edwards	100	Vault
Sewer Station Ellis	100	Vault
Sewer Station Gothard	100	Vault
Sewer Station Graham	100	Vault
Sewer Station Heil	100	Vault
Sewer Station Humbolt	100	Vault
Sewer Station Lark	100	Vault
Sewer Station Lifeguard	120	Vault
Sewer Station McFadden	100	Vault
Sewer Station New Britan	100	Vault
Sewer Station Oceanhill	100	Vault

Sewer Station Ranger	100	Vault
Sewer Station Santa Barbara	100	Vault
Sewer Station Saybrook	100	Vault
Sewer Station Speer	100	Vault
Sewer Station Springdale	100	Vault
Sewer Station Trinidad	100	Vault

EXHIBIT B
ADDITIONAL TERMS

EXHIBIT B

ADDITIONAL TERMS

Exhibit B

Additional Terms

The City and Contractor agree that the following terms are included as part of the Agreement to which this Addendum/Exhibit is attached.

1. **SaaS License Terms.** SaaS Subscriptions are provided subject to the additional the Terms of Use found at <https://www.gordian.com/tgg/policy/SaaS-Terms-of-Use.pdf>
2. **Intellectual Property Rights.**
 - a. **Ownership.** Except for rights expressly granted, nothing in the Agreement shall transfer any of either party's Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its intellectual property. The City does not acquire any ownership interest in Contractor's Intellectual Property. Contractor's intellectual property includes, but is not limited to, any work that Contractor creates, acquires, or otherwise has rights in, including any works created pursuant to the Agreement, except for any portion of such works that consist of The City's intellectual property. The City Data (as defined below) will be considered The City's intellectual property. Contractor may, in connection with the provision of the Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all Intellectual Property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded.
 - b. **License to Deliverables.** Notwithstanding anything contained in the Agreement, the City shall have a license to access and use any deliverables for its internal business purposes. The City may not allow any third party to access or use any deliverables without Contractor's prior written consent, provided that if the Deliverables consist of reports, The City may allow any third party to view such reports without Contractor consent.
 - c. **Ownership of The City's Data.** The City retains sole and exclusive ownership to any and all The City Data. "The City Data" means any data and information that The City (including any Authorized Users as defined below) provides, generates, transfers, or makes available to Contractor under the Agreement in any format.
 - d. **Use of The City Name and Data for Benchmarking.** If Contractor is providing any benchmarking Services to The City, The City grants to Contractor a non-exclusive, royalty free license, to: (a) use The City's name in connection with any published lists of other institutions furnishing data for comparison purposes, (b) use The City Data for benchmarking purposes provided that specific data applicable to The City shall not be identified or identifiable, and (c) identify The City to other institutions as a client of Contractor for marketing purposes.
 - e. **Services and Content.** The Services and all Content are owned or controlled by Contractor, which retains all right, title, and interest in and to such Services and Content. The Services and all Content contain valuable and proprietary information of Contractor and others and are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. "Content" means all materials used and accessed by The City through the Services, including, without limitation, text, images, Software, audio and video clips, databases, and Data. "Services" means any one or combination of software, data, SaaS subscription or professional services. Data" means any data that Contractor makes available to The City via the Services, including but not limited to construction cost data, regardless of the Services purchased or licensed by The City.

- f. **Safeguards.** The City must use commercially reasonable efforts to safeguard all Intellectual Property (including copies thereof) of Contractor from infringement, misappropriation, theft, misuse, or unauthorized access. The City will promptly notify Contractor if The City becomes aware of any infringement of Contractor's Intellectual Property rights in the Intellectual Property and fully cooperate with Contractor, at Contractor's sole expense, in any legal action taken by Contractor to enforce its Intellectual Property rights.
2. **Scope of Services.** The City acknowledges and agrees that Contractor is being engaged to assist client's development of a strategic direction regarding facility maintenance, repairs, and optimization, rather than providing definitive recommendations regarding work to be undertaken for The City's facilities.
3. **Cooperation.** The City shall provide Contractor with commercially reasonable cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Contractor in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to The City's applications, and The City personnel, as may be reasonably requested by Contractor from time to time. The City acknowledges and agrees that Contractor performance is dependent upon the timely and effective satisfaction of The City's responsibilities hereunder and timely decisions and approvals of The City in connection with the Professional Services. Contractor shall be entitled to rely on all decisions and approvals of The City.
4. **Limitation of Liability.** EXCEPT FOR CLAIMS RELATED TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, CITY'S (a) BREACH OF INFRINGEMENT OF CONTRACTOR'S INTELLECTUAL PROPERTY RIGHTS, OR (b) THE CITY'S OBLIGATION TO PAY FEES DUE HEREUNDER, AND TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY CLAIM UNDER THE TERMS WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.