



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12434

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 1 to Agreement No. A-12434 with The Gordian Group, Inc. to include Job Order Contracting (JOC) Complete Solution *Plus*TM, construction estimating services, and project budgeting and planning on a project-by-project basis with no change to the current contract amount not to exceed \$2,250,000 over a five year term, with a maximum amount of \$450,000 per fiscal year, for the existing term through April 1, 2016, with the option to extend the Agreement for two (2) additional one (1) year periods; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to Agreement No. A-12434, and up to three (3) future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 1st day of April 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
 NOES: None
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on April 1, 2014.

Dated: April 2, 2014
File Number: 14-225

Gail T. Borkowski,
Clerk of the Board of Supervisors

By  Deputy

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE GORDIAN GROUP, INC.**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY") and The Gordian Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the COUNTY and the CONTRACTOR (collectively, the COUNTY and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement with COUNTY on April 9, 2013 (hereinafter, "Agreement") to provide Job Order Contracting (JOC) services described as the JOC Complete Solution®; and

WHEREAS, the Parties wish to amend the Agreement to include the JOC Complete Solution Plus™, construction estimating services, and project budgeting and planning; and

WHEREAS, the Parties wish to amend the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.1 under Section 1.0, "Performance of the Agreement", to read as follows:

After consideration and evaluation of the CONTRACTOR's proposal, the COUNTY hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

CONTRACTOR's Proposal dated February 28, 2013

AGREEMENT

Appendix A – Services to be Provided by Contractor

Appendix B – Calculation of Charges

Appendix C – JOC System License

Appendix D – Scope of Services/Payment Provisions for Construction Management Services, Construction Estimating Services, and Project Budgeting and Planning

Certificate of Insurance

Additional Insured Endorsements

2. Amend Section 2.0, "Scope of Service" to add the following:

CONTRACTOR agrees to provide JOC Complete Solution *Plus*TM, Construction Estimating Services and Project Budgeting and Planning as described in Appendix D attached hereto and incorporated herein by reference, on a project-by-project basis as requested by COUNTY.

3. Amend Section 4.0, "Compensation and Payments" to add the following:

4.2.1 For projects for which COUNTY has elected to use JOC Complete Solution *Plus*TM, Construction Estimating Services, or Project Budgeting and Planning, CONTRACTOR shall be compensated as set forth in Appendix D.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By:

DeAnna Leavelle, MBA
Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Date:

4-4-14

**Approved as to Form and Legality
Office of the County Counsel**

By:

Deputy County Counsel

Date:

2-24-14

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Indemnity and Insurance Provisions

By:

Risk Management

Date:

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

The Gordian Group, Inc.

Contractor's Business Name

By:

(Signature of Chair, President or Vice President)

Its:

Ammon T. Lesher, VP

(Print Name and Title)

Date:

2/21/14

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its:

Roy E Kemper Secretary

(Print Name and Title)

Date:

2/21/14

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By:

Deundra Bowelling, MBA
Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Date:

4.4.14

The Gordian Group, Inc.

Contractor's Business Name

By:

(Signature of Chair, President or Vice President)

Its:

Ammon T. Leshor, VP

(Print Name and Title)

Date:

2/21/14

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its:

Roy E. Kemper Secretary

(Print Name and Title)

Date:

2/21/14

Approved as to Form and Legality
Office of the County Counsel

By:

Deputy County Counsel

Date:

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

2-21-14

Approved as to Indemnity and Insurance Provisions

By:

Risk Management

Date:

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**APPENDIX D – SCOPE OF SERVICES/PAYMENT PROVISIONS FOR
CONSTRUCTION MANAGEMENT SERVICES, CONSTRUCTION ESTIMATING SERVICES, AND
PROJECT BUDGETING AND PLANNING**

On a project-by-project basis, CONTRACTOR will provide JOC Complete Solution *Plus*TM services to the COUNTY.

JOC Complete Solution *Plus*TM

JOC Complete Solution *Plus*TM includes construction management services to manage job orders from job order issuance to completion of the punch list to job order close-out. Whether due to peak volumes, staff shortages, or new strategic staff directives, CONTRACTOR's JOC Complete Solution *Plus*TM services will provide on-site construction management experts, using proven methods, to carry out day-to-day JOC operations and relieve COUNTY's project workload burden. CONTRACTOR's staff will become COUNTY staff. CONTRACTOR will bring unparalleled expertise to work for COUNTY from the start to get job orders completed. JOC Complete Solution *Plus*TM services provided by CONTRACTOR will be a cost effective and flexible construction management solution. A detailed list of CONTRACTOR's standard construction management services, which will be modified as necessary to meet the needs of the COUNTY, is as follows:

- **Preconstruction** – CONTRACTOR's project manager will assist COUNTY in determining whether professional design services are required and conduct a pre-construction meeting with COUNTY's representative(s), the JOC contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each COUNTY project. Next, the project manager will coordinate and share any preconstruction information with COUNTY, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visit** – During construction, CONTRACTOR's project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – CONTRACTOR's project manager will provide weekly construction status reports to COUNTY, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or COUNTY requests changes to the scope after the work has begun, CONTRACTOR's project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals** – CONTRACTOR's project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain COUNTY's approval of the work. Final acceptance of the work will be the responsibility of COUNTY. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, CONTRACTOR's project manager will enter all Job Order related information into the eGordian[®] information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

**APPENDIX D – SCOPE OF SERVICES/PAYMENT PROVISIONS FOR
CONSTRUCTION MANAGEMENT SERVICES, CONSTRUCTION ESTIMATING SERVICES, AND
PROJECT BUDGETING AND PLANNING**

JOC Complete Solution *Plus*TM Fee

CONTRACTOR's fee to provide JOC Complete Solution *Plus*TM services to COUNTY will be 5.95% of the value of the work ordered. The JOC Complete Solution *Plus*TM fee will be payable when construction of a Job Order has been completed and accepted by COUNTY, except at the election of CONTRACTOR, the fee for Job Orders requiring more than 60 days to complete shall be payable monthly on a percentage of completion basis.

Construction Estimating Services

In addition to providing the JOC Complete Solution *Plus*TM services described above, CONTRACTOR will provide professional construction estimating services to COUNTY on an as-needed basis. CONTRACTOR's professional construction cost estimators will provide project estimating services, on JOC and non-JOC projects, consisting of building rough order of magnitude estimates, using national construction cost data, from stated scopes and/or construction drawings. Professional construction estimating services will be provided for a fee of \$150 per hour, and will be invoiced to COUNTY at the end of each calendar month. This rate will be effective for calendar year 2014. In the event the services extend beyond 2014, the hourly rate will be adjusted by CPI for the trailing twelve month period or 3%, whichever is less.

Project Budgeting and Planning

On an as-needed basis, CONTRACTOR will assist COUNTY in project budgeting and planning. These services include, but are not limited to, developing all project costs including JOC pre-construction services, bidding services and construction supervision as required. Project budgeting and planning services will be provided for a fee of \$165 per hour, and will be invoiced to COUNTY at the end of each calendar month. This rate will be effective for calendar year 2014. In the event the services extend beyond 2014, the hourly rate will be adjusted by CPI for the trailing twelve month period or 3%, whichever is less.

Staffing

CONTRACTOR will provide experienced project management staff at the level necessary to properly perform the services including, but not limited to, Kyle Asire, Paul Burns and Phil Rubino. In the event additional staff is needed due to the volume of work assigned to CONTRACTOR, CONTRACTOR will be prepared to assign additional staff.



CERTIFICATE OF LIABILITY INSURANCE

149538

DATE (MM/DD/YYYY)
12/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue 7th Floor New York, New York 10017	CONTACT NAME: Joan Dunner PHONE (A/C, No, Ext): 212-490-3243 E-MAIL ADDRESS: joan.dunner@wellsfargo.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED The Gordian Group, Inc. 140 Bridges Road Suite E Mauldin, SC 29662	INSURER A: Great Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	NAIC # 20281
	INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 6974828

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		3589-02-76	12/11/2013	12/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7355-02-70 Comp. Ded. \$1,000 Coll. Ded. \$1,000	12/11/2013	12/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7983-69-96	12/11/2013	12/11/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7173-64-73	12/11/2013	12/11/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy Retroactive Date: 12/11/07		01-701-49-88	12/11/2013	12/11/2014	\$3,000,000 Aggregate Limit \$3,000,000 Each Claim Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Monterey, its officers, agents, and employees are named additional insureds with respect to liability arising out of insureds work. 30 days notice of cancellation/10 days for non-payment of premium per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Attn: Michael Derr
 Contracts/Purchasing Department
 168 West Ailsal Street, 3rd Floor
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)



CYB01A12/091138/02/00/000

Liability Insurance

Endorsement

Policy Period *DECEMBER 11, 2013 TO DECEMBER 11, 2014*

Effective Date *DECEMBER 11, 2013*

Policy Number *3589-02-76 DTO*

Insured *THE GORDIAN GROUP, INC.*

Name of Company *GREAT NORTHERN INSURANCE COMPANY*

Date Issued *DECEMBER 10, 2013*

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;*
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;*
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and*
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.*

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).*
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.*

*Liability Endorsement
(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

*COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPT. FACILITIES OPERATIONS SVCS, JOC
1100 N. EASTERN AVENUE, LOS ANGELES, CA 90063
COUNTY OF LOS ANGELES; DEPT. OF PUBLIC WORKS, AE DIVISION
ATTN: BRIAN SORIA
900 SOUTH FREEMONT AVE., 8TH FLOOR, ALHAMBRA, CA 91803
COUNTY OF MONTEREY
ATTN: MICHAEL DERR CONTRACTS/PURCHASING DEPARTMENT
168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CA 93901
COUNTY OF PLACER
C/O EBIX BPO INC
P.O. BOX 257, DEPT. 103-34631-KN020951, PORTLAND, MI USA
48875
COUNTY OF RIVERSIDE
ATTN: STEVE JEWETT
3133 MISSION INN AVENUE, RIVERSIDE, CA 92507
COUNTY OF SACRAMENTO; CONTRACT & PURCHASING SVS DIVISION
10545 ARMSTRONG AVENUE, SUITE 202A, MATHER, CA 95655
COUNTY OF SAN BERNARDINO & ITS OFFICERS, EMPLOYEES,
AGENTS VOLUNTEERS C/O EBIX BPO
P.O. BOX 257, REF #87-Z314807, PORTLAND, MI 48875
COUNTY OF SAN DIEGO; DEPARTMENT OF GENERAL SERVICES
ATTN: LEONARD PINSON, JOC COORDINATOR
5555 OVERLAND AVENUE, SAN DIEGO, CA 92123
COUNTY OF SAN LUIS OBISPO; DEPT. OF GENERAL SERVICES
ATTN: RICHARD KOPECKY
1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408
COUNTY OF SOLANO
ATTN: JASON CAMPBELL FACILITIES OPERATIONS
512 CLAY STREET, FAIRFIELD, CA 94533*

Liability Insurance


Endorsement

Effective Date *DECEMBER 11, 2013*

Policy Number *3589-02-76 DTO*

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. W.", written over a horizontal line.

Policy Conditions

Endorsement

Policy Period DECEMBER 11, 2013 TO DECEMBER 11, 2014
Effective Date DECEMBER 11, 2013
Policy Number 3589-02-76 DTO
Insured THE GORDIAN GROUP, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued DECEMBER 10, 2013

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

CONTINUATION OF 80-02-9779 30 DAY NOTICE OF CANCELLATION

COUNTY OF EL DORADO
3000 FAIRLANE CT., SUITE 2, PLACERVILLE, CA 95667

COUNTY OF FRESNO
FACILITY SERVICES MANAGER
4590 E KINGS CANYON ROAD, FRESNO, CA 93702

COUNTY OF KERN; GENERAL SERVICES DIVISION
ATTN: SYLVIA BARRON
1115 TRUXTON AVENUE, THIRD FLOOR, BAKERSFIELD, CA 93301-4639

COUNTY OF KERN; GENERAL SERVICES DIVISION
ATTN: KATHY SHERMAN
1115 TRUXTON AVENUE, THIRD FLOOR, BAKERSFIELD, CA 93301-4639

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPT. FACILITIES OPERATION SVCS, JOC
1100 N. EASTERN AVENUE, LOS ANGELES, CA 90063

COUNTY OF LOS ANGELES; DEPT. OF PUBLIC WORKS, AE DIVISION
ATTN: BRIAN SORIA
900 SOUTH FREEMONT AVE., 8TH FLOOR, ALHAMBRA, CA 91803

COUNTY OF MONTEREY
ATTN: MICHAEL DERR CONTRACTS/PURCHASING DEPARTMENT
168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CA 93901

COUNTY OF PLACER
C/O EBIX BPO INC
P.O. BOX 257, DEPT. 103-34631-KN020951, PORTLAND, MI USA 48875

COUNTY OF RIVERSIDE
ATTN: STEVE JEWETT
3133 MISSION INN AVENUE, RIVERSIDE, CA 92507

COUNTY OF SACRAMENTO; CONTRACT & PURCHASING SVS DIVISION
10545 ARMSTRONG AVENUE, SUITE 202A, MATHER, CA 95655

COUNTY OF SAN BERNARDINO & ITS OFFICERS, EMPLOYEES,
AGENTS VOLUNTEERS C/O EBIX BPO
P.O. BOX 257, REF #87-Z314807, PORTLAND, MI 48875

COUNTY OF SAN DIEGO; DEPARTMENT OF GENERAL SERVICES
ATTN: LEONARD PINSON, JOC COORDINATOR
5555 OVERLAND AVENUE, SAN DIEGO, CA 92123

COUNTY OF SAN LUIS OBISPO; DEPT. OF GENERAL SERVICES
ATTN: RICHARD KOPECKY
1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408

COUNTY OF SOLANO
ATTN: JASON CAMPBELL FACILITIES OPERATIONS
512 CLAY STREET, FAIRFIELD, CA 94533

COUNTY OF SONOMA
FACILITIES DEVELOPMENT & MANAGEMENT DIVISION
2300 COUNTY CENTER DRIVE, SUITE A 220, SANTA ROSA, CA 95403

COUNTY OF VENTURA PUBLIC WORKS AGENCY
ENGINEERING SERVICES
800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009-1670

COUNTY OF VENTURA, PURCHASING SERVICES
ATTN: SHARON JONES
800 S. VICTORIA AVENUE, L #3120 VENTURA, CA 93009

DISTRICT OF COLUMBIA HOUSING AUTHORITY;
CONTRACTS & PROCUREMENT
1133 NORTH CAPITOL ST, NE WASHINGTON, DC 20002

DONA ANA COUNTY
ATTN: PURCHASING DEPARTMENT
845 N MOTEL BLVD., LAS CRUCES, NM 88007

DON LEN TRUST; SVITLANA MALYSA
2315 SANDERS ROAD, NORTHBROOK, IL 60062

DORMITORY AUTHORITY - STATE OF NEW YORK
ATTN: RISK MANAGEMENT
UNIT 515 BROADWAY, ALBANY, NY 12207-2964

EMORY UNIVERSITY
ATTN: CHARLES NORRIS
638 ASBURY CIRCLE, ATLANTA, GA 30322

GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

ATTN: ACCOUNT MANAGER (GORDIAN GROUP)
11175 CICCERO DRIVE (SUITE 600), ALPHARETTA, GA 30022

HARRIS COUNTY HOSPITAL DISTRICT
C/O HARRIS COUNTY PURCHASING DEPARTMENT
ATTN: DAMON HARRIS
1001 PRESTON, SUITE 670, HOUSTON, TX 77002

HARRIS COUNTY PURCHASING DEPARTMENT
ATTN: DAMON HARRIS
1001 PRESTON, SUITE 670, HOUSTON, TX 77002

HOUSING AUTHORITY OF THE CITY OF BALTIMORE
417 EAST FAYETTE STREET, 3RD FLOOR, BALTIMORE, MD 21202

HOUSING AUTHORITY OF THE CITY OF TAMPA
DIRECTOR OF PLANNING AND DEVELOPMENT
1514 UNION STREET, TAMPA, FL 33607

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
C/O COMM DEVEL COMM OF LA COUNTY
4800 E. CESAR E. CHAVEZ AVENUE, LOS ANGELES, CA 90022

HUMBOLDT STATE UNIVERSITY
ATTN: A. GAIL DUNGAN CONTRACTS AND PROCUREMENT
#1 HARPST STREET, ARCATA, CA 95521

INDIANA UNIVERSITY
ATTN: MS. DONNA K. CHITWOOD
1800 N. RANGE ROAD, BLOOMINGTON, IN 47408

INDYNE, INC.
ATTN: RISK MANAGEMENT
14680 EARTH STATION ROAD, PATRICK AFB, FL 32925-2301

JACKSON HEALTH SYSTEMS
ATTN: JOHN ELLIS JACKSON MEDICAL TOWERS
SUITE 814 1500 N.W. 12TH AVENUE, MIAMI, FL 33136

LAWRENCE BERKELEY NATIONAL LABORATORY;
BERKELEY LAB PROCUREMENT
ATTN: SARAH EARY SUBCONTRACT #5151
1 CYCLOTRON RD, BLD 937-400, BERKELEY, CA 94720-0000

LOS ANGELES UNIFIED SCHOOL DISTRICT
ATTN: MARGARET CAPUTO
355 SOUTH GRAND AVE., 11TH FLOOR RM. 1134,
LOS ANGELES, CA 90071-0000

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
ATTN: JAMES BERENT
100 E ERIE ST, CHICAGO, IL 60611

MIAMI-DADE COLLEGE
ATTN: PATRICK REDBULL
11011 SW 104TH ST., BLDG. L, MIAMI, FL 33176-3393

MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
ATTN: PATRICK MORAN
1660 STELTON ROAD, PISCATAWAY, NJ 08854

NASSAU COUNTY, DEPARTMENT OF PUBLIC WORKS
ATTN: JOSEPH DAVENPORT
1194 PROSPECT AVENUE, WESTBURY, NY 11590

NATIONAL JOINT POWERS ALLIANCE
ATTN: GREGG MEIERHOFER
200 FIRST ST. NE, STAPLES, MN 56479-0000

NEW YORK CITY DEPT OF DESIGN & CONSTRUCTION
AOCO OFFICE 4TH FL RISK MGR., INSURANCE RISK MGMT UNIT
30-30 THOMSON AVENUE, LONG ISLAND CITY, NY 11101-000

NEW YORK CITY HOUSING AUTHORITY
ATTN: RISK FINANCE DIVISION
90 CHURCH STREET - 6TH FLOOR, NEW YORK, NY 10007-2919

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
ATTN: SEEMA MENON
3030 THOMSON AVENUE, LONG ISLAND CITY, NY 11101-3045

NEW YORK CITY; DEPT. OF ENVIRONMENTAL PROTECTION
AGENCY CHIEF CONTRACTING OFFICER
59-17 JUNCTION BLVD., 17TH FLOOR, CORONA, NY 11368-0000

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU CONSULTANT INSURANCE COORDINATOR
50 WOLF ROAD, 1ST FLOOR, ALBANY, NY 12232-0000

NEW YORK STATE DIVISION OF CONTRACT ADMIN DESIGN/CONST GR.
MAYOR ERASMUS CORNING
2ND TWR, 35TH FL; EMPIRE STATE PLAZA, ALBANY, NY 12242-0000

NEW YORK STATE OFFICE OF GENERAL SERVICES,
DESIGN & CONSTRUCTION GROUP
ATTN: CONSULTANT INSURANCE DIVISION OF CONTRACT ADMINISTRATION
35TH FLOOR, CORNING TOWER, GNA RESP, ALBANY, NY 12242

NYC DEPARTMENT OF EDUCATION; DIV. OF CONTRACTS & PURCHASING
RISK/INSURANCE MGMT
65 COURT STREET, ROOM 1201, BROOKLYN, NY 11201-4954

NYC DEPARTMENT OF EDUCATION; DIVISION OF SCHOOL FACILITIES
MS. BARBARA IRVING PROCUREMENT
UNIT 44-36 VERNON BLVD., 5TH FLOOR, LONG ISLAND CITY, NY
11101-0000

NYC HEALTH AND HOSPITALS CORPORATION
ATTN: CHARLENE JOHNSON
346 BROADWAY, NEW YORK, NY 10013

NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ATTN: MARK MOORE P.E.
625 BROADWAY, 3RD FLOOR, ALBANY, NY 12233-5254

ORANGE COUNTY COMMUNITY RESOURCES AGENCY
ATTN: LYNN COLLINS, CONTRACT SPECIALIST

PURCHASING AND CONTRACT SERVICES
13042 OLD MYFORD ROAD, IRVINE, CA 92602

ORANGE COUNTY FIRE AUTHORITY
ATTN: MARILEE FREVILLE PURCHASING OFFICE
1 FIRE AUTHORITY ROAD, IRVINE, CA 92602

PALM BEACH COUNTY C/O FACILITIES SERVICES
ATTN: LOUISE FELDKAMP
2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411

PENNSYLVANIA TURNPIKE COMMISSION; ATTN: FRAN FURJANIC
CONTRACT ADMINISTRATION DEPARTMENT
700 SOUTH EISENHOWER BLVD., MIDDLETOWN, PA 17057

PUBLIC BUILDING COMMISSION
ATTN: EILEEN RYAN RICHARD J. DALEY CENTER
50 WEST WASHINGTON STREET, ROOM 200, CHICAGO, IL 60602

PURDUE UNIVERSITY
ATTN: JILL BROWN PURCHASING SERVICES
401 SOUTH GRANT STREET, WEST LAFAYETTE, IN 47907-2024

REGENTS OF THE UNIVERSITY OF CALIFORNIA UCLA CAMPUS PURCHASING
ATTN: DIANE L. DIOTTE CPM
10920 WILSHIRE BLVD. SUITE 650, LOS ANGELES, CA 90024-6508

SAN DIEGO STATE UNIVERSITY
ATTN: SCOTT BURNS
5500 CAMPANILE DR., SAN DIEGO, CA 92182-1401

SAN FRANCISCO INTERNATIONAL AIRPORT
ATTN: TONY BRESLIN DESIGN AND CONSTRUCTION DIVISION
P.O. BOX 8097 SAN FRANCISCO, CA 94128

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
TRANSPORTATION PLANNING AND DEVELOPMENT
ATTN: SHAHNAM FARHANGI
ONE SOUTH VAN NESS AVE., 3RD FLOOR, SAN FRANCISCO, CA 94103

SAN FRANCISCO STATE UNIVERSITY
PROCUREMENT AND SUPPORT SERVICES
1600 HOLLOWAY AVENUE, CORP. YARD 140 SAN FRANCISCO, CA 94132

SAN JOSE STATE UNIVERSITY; FACILITIES DEVELOPMENT & OPERATIONS
ATTN: JOVAN ESPIRIT
ONE WASHINGTON SQUARE, SAN JOSE, CA 95192

SAN LUIS OBISPO COUNTY
GENERAL SERVICES AGENCY ATTENTION: PURCHASING DEPARTMENT
1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408

SAN MATEO COUNTY
ATTN: DOUG KOENIG DEPARTMENT OF PUBLIC WORKS
555 COUNTY CENTER 5TH FLOOR, REDWOOD CITY, CA 94063

SANDAG
C/O EBIX BPO
P.O. BOX 12010-00, HEMET, CA 92546-8010

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "R. Williams", written over a horizontal line.

Policy Number
(13)7355-02-70

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 006

Named Insured THE GORDIAN GROUP, INC.

Effective Date: 12-11-2013
12:01 A.M., Standard Time

Agent Name WELLS FARGO INSURANCE SERVICES USA,
INC.

Agent No. 70378-999

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- COMMERCIAL AUTOMOBILE**
-

NO CHARGE

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure |

is (are) changed to read {See Additional Page(s)}

THE POLICY IS AMENDED AS FOLLOWS:
AMEND PRIMARY AND NON-CONTRIBUTORY INSURANCE

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
16-02-0252 01-97 PRIMARY AND NON-CONTRIBUTORY INSURANCE

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input checked="" type="checkbox"/> To be Adjusted at Audit	Additional NO CHARGE	Return NO CHARGE
-------------------------------------	---	-----------------------------	-------------------------

Tax and Surcharge Changes

Additional

Return

AUTHORIZED AGENT

Policy Number
(13)7355-02-70

ENDORSEMENT

Named Insured THE GORDIAN GROUP, INC.

Effective Date: 12-11-13
12:01 A.M., Standard Time

Agent Name WELLS FARGO INSURANCE SERVICES USA,
INC.

Agent No. 70378-999

PRIMARY AND NON-CONTRIBUTORY INSURANCE

Primary and Non-Contributory Insurance

The following is added to Item 5. - "Other Insurance" of Item B. -
"General Conditions" under Section IV - "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Schedule of Persons or Organizations:

The County of Monterey, its officers, agents, and employees

SANDAG
c/o Ebix BPO
P.O. Box 881639
San Diego CA 92168-1639
Contract #5000891-JOC

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Policy Number
(13)7355-02-70

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 008

Named Insured THE GORDIAN GROUP, INC.

Effective Date: 12-11-2013
12:01 A.M., Standard Time

Agent Name WELLS FARGO INSURANCE SERVICES USA,
INC.

Agent No. 70378-999

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
-
-

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure |

is (are) changed to read {See Additional Page(s)}

THE POLICY IS AMENDED AS FOLLOWS:
AMEND NOTICE OF CANCELLATION MANUSCRIPT ENDORSEMENT

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
16-02-0210 01-01 NOTICE OF CANCELLATION

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional	Return
--	--	------------	--------

Tax and Surcharge Changes

Additional	Return
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AUTHORIZED AGENT

Policy Number
(13)7355-02-70

ENDORSEMENT

Named Insured THE GORDIAN GROUP, INC.

Effective Date: 12-11-13
12:01 A.M., Standard Time

Agent Name WELLS FARGO INSURANCE SERVICES USA,
INC.

Agent No. 70378-999

NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE:

City and County of San Francisco; Dept. of Public Works
Division of Contract Administration
875 Stevenson St, Room 420
San Francisco CA 94103-0000

Goldman Sachs Specialty Lending Group L.P. on behalf of itself and
as Administrative Agent for Lenders, its successors & assigns
6011 Connection Dr.
Irving, TX 75039

County of Monterey, its agents, officers and employees
Attn: Michael Derr
Contracts/Purchasing Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:
Impose any liability or obligation of any kind upon us; or
Invalidate such cancellation.