

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE GORDIAN GROUP, INC.**

**THIS AMENDMENT NO. 2** 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 "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into an Agreement with County on April 9, 2013 (hereinafter, "Agreement") to provide Job Order Contract (JOC) services described as the JOC Complete Solution<sup>®</sup> through April 1, 2016 for an amount not to exceed \$2,250,000, with a maximum amount of \$450,000 per fiscal year; and

**WHEREAS**, Agreement was amended by the Parties on April 4, 2014 (hereinafter, "Amendment No. 1", including Appendix D – Scope of Services/Payment Provisions) to include JOC Complete Solution Plus services for Construction Management for a fee of 5.95 percent per job order, and added Construction Estimating Services and Project Budgeting and Planning services at hourly rates, but did not increase the Agreement's not-to-exceed amount nor the annual limit amount; and

**WHEREAS**, the County has a continued need for JOC services described as the JOC Complete Solution<sup>®</sup>, JOC Complete Solution *Plus*<sup>™</sup>, construction estimating services, and project budgeting and planning; and

**WHEREAS**, an increase to the total amount of the Agreement and the annual limit on the Agreement is necessary due to increased number and amount of JOC issued by the County; and

**WHEREAS**, CONTRACTOR is paid based on a percentage of each JOC completed and the level of service provided; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to April 1, 2017; increase the not-to-exceed amount by \$8,146,890 for a total amount not-to-exceed \$10,396,890; and increase the annual maximum amount by \$4,073,445 for a total of \$4,523,445 for fiscal year (FY) 2015-2016 and FY 2016-2017, to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT shall commence with the signing of the Agreement, on April 9, 2013, through and including April 1, 2017.

2. Amend the first sentence of Paragraph 4.4 under Section 4.0, "Compensation and Payments", to read as follows:

In no event shall the amount of this entire AGREEMENT over the five (5) year term exceed Ten Million Three Hundred Ninety Six Thousand Eight Hundred Ninety Dollars (\$10,396,890), with a maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000) for fiscal year (FY) 2012-2013, FY 2013-2014 and FY 2014-2015 and a maximum amount of Four Million Five Hundred Twenty Three Thousand Four Hundred Forty Five Dollars (\$4,523,445) for FY 2015-2016 and FY 2016-2017.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

**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: \_\_\_\_\_

**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: Ammon T. Leshner  
(Signature of Chair, President or Vice President)

Its: Ammon T. Leshner  
Vice President of Legal Affairs  
(Print Name and Title)

Date: 2/11/16

By: Roy E. Kemper  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: Roy E. Kemper  
Chief Financial Officer  
(Print Name and Title)

Date: 2/11/16