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[®] 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[®], JOC Complete Solution *Plus*TM, 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.

CONTRACTOR*

COUNTY OF MONTEREY

n.		
By:		The Gordian Group, Inc.
Contracts/Purchasing Officer		Contractor's Business Name
Date:	By:	(Signature of Chair, President or Vice President)
	Its:	Ammon T. Lesher, Vice President
		(Print Name and Title)
	Date:	February 11, 2016
	By:	R522
Approved as to Form and Legality Office of the County Counsel		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
Ву:	Its:	Roy E. Kemper, Secretary
Deputy County Counsel		(Print Name and Title)
Date:	Date:	February 11, 2016
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.

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.

CONTRACTOR*

COUNTY OF MONTEREY

Ву:	Dehra Will		The Gordian Group, Inc.
	Contracts/Purchasing Officer / Sypluier		Contractor's Business Name
Date:	3/21/2014	Ву:	(Signature of Chair, President or Vice President)
		Its:	Ammon T. Lesher, Vice President
		113.	(Print Name and Title)
		Date:	February 11, 2016
		Ву:	R522
	ed as to Form and Legality		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
Omce o	f the County Counsel		,
By:	CINHAREL X MEDI	Its:	Roy E. Kemper, Secretary
-	Deputy County Counsel		(Print Name and Title)
Date:	2-11-16	Date:	February 11, 2016
Approv	ed as to Fiscal Provisions		
By:	Auditor/Controller		
Date:	21211		
Approv	ed as to Indemnity and Insurance Provisions		
Ву:			
-J	Risk Management		
Date:	<u>-</u>		

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2015

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)

certificate holder in lieu of such endor	sement(s).							
PRODUCER			CONTAC NAME:			quests/Revisions ONLY)		
Commercial Lines		PHONE (A/C, No, Ext): 212-682-7500 (A/C, No): 855-840-5144						
veils Fargo insurance Services USA, Inc.			ADDRES:	E-MAIL ADDRESS: bsu.nyc@wellsfargo.com				
330 Madison Avenue, 7th Floor				INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
New York, NY 10017		INSURER	INSURER A: Great Northern Insurance Company				20303	
INSURED			INSURER	B: Federa	al Insurance C	Company		20281
The Gordian Group, Inc.			INSURER	c: Nation	al Union Fire	Ins. Co. of Pittsburgh, PA	117011 801	19445
TGG Group, LLC		INSURER D:						
30 Patewood Drive, Suite 350		INSURER	INSURER E :					
Greenville, SC 29615			INSURER F:					
		NUMBER: 9872270				REVISION NUMBER: S		
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 INSD WVD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		3589-02-76		12/11/2015	12/11/2016	EACH OCCURRENCE DAMAGE TO RENTED	S	1,000,000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$	1,000,000
						PERSONAL & ADV INJURY	S	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	S	2,000,000
POLICY X PRO- X LOC							S	2,000,000
OTHER:						TROBOOTO COMITTOT ACC	S	
A AUTOMOBILE LIABILITY		7355-02-70	1.	12/11/2015	12/11/2016	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
X ANY AUTO							\$	
ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	S	
HIRED AUTOS NON-OWNED AUTOS		Comp. Ded. \$1,000				PROPERTY DAMAGE (Per accident)	\$	
		Coll. Ded. \$1,000					s	
B X UMBRELLA LIAB X OCCUR		7983-69-96		12/11/2015	12/11/2016	EACH OCCURRENCE	\$	10,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	10,000,000
DED RETENTION \$							s	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		7173-64-73		12/11/2015	12/11/2016	X PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	S	1,000,000
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS below		Harrian d		10/44/0045	10/11/0010		\$	1,000,000
C Errors & Omissions Claims Made Policy Retroactive Date:12/11/07		Unassigned		12/11/2015	12/11/2016	\$3,000,000 Aggregate Limit \$3,000,000 Each Claim Retention: \$25,000	76.8	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC County of Monterey, its officers, agents, ar days notice of cancellation/10 days for nor	nd employe	es are named additional ir	nsureds v				s work	. 30

CERTIFICATE HOLDER

County of Monterey Attn: Michael Derr

Contracts/Purchasing Department

168 West Alisal Street, 3rd Floor

Salinas, CA 93901

CANCELLATION

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

gran Spala

Liability Insurance

Endorsement

Policy Period

DECEMBER 11, 2015 TO DECEMBER 11, 2016

Effective Date

DECEMBER 11, 2015

Policy Number

3589-02-76 PHL

Insured

THE GORDIAN GROUP, INC.

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

DECEMBER 18, 2015

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, ITS AGENTS, OFFICERS AND EMPLOYEES

ATTN: MICHAEL DERR CONTRACTS/PURCHASING DEPARTMENT

168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CA 93901

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: 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

POLICY NUMBER: (15) 7355-02-70

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES
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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE GORDIAN GROUP, INC.

Endorsement Effective Date: 12/11/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.